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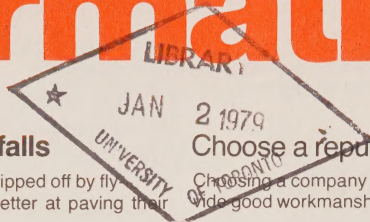


Ministry of
Consumer and
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Information



How to avoid paving pitfalls

Many Ontario consumers have been ripped off by fly-by-night driveway pavers who are better at paving their pockets than paving driveways.

Although most do an excellent job, a few unethical operators leave behind a trail of cracked driveways, incomplete work and angry consumers.

Paving a driveway involves more than spreading asphalt beside your yard. Whether you're having a new driveway laid or the old one repaved, you should know exactly what kind of work needs to be done, how to choose a good company, and what to look for in the contract. And you should be aware of your rights and responsibilities.

Know what needs to be done

Before beginning, check your property boundary to ensure you're not paving your neighbour's lot.

If you don't have a clear idea of what is required from base to sealer, an unethical paving contractor may be able to talk you into unnecessary, expensive work or inferior materials.

You will also have to decide whether excavation is necessary. If the stone under the driveway isn't deep enough to provide a firm foundation or if the new or repaved driveway would be higher than the surrounding ground, excavation is usually required.

Choose a reputable company

Choosing a company that will charge a fair price and provide good workmanship can be difficult.

That's why it's important to shop around. Make sure you get at least three written estimates which include a detailed price breakdown for *all* work.

Remember that the contractor giving the cheapest estimate doesn't necessarily do the best job. Check his or her reputation by contacting your local Better Business Bureau. Ask friends to recommend pavers.

Ask the pavers for names and addresses of people for whom they have recently worked. Find out if the customers are satisfied. Or better still, inspect the work yourself.

Be wary of pavers who canvass neighbourhoods offering bargain prices. Make sure the company you are dealing with will still be around to handle any problems you may encounter.

The contract

Examine the contract carefully. Make sure you understand *everything* in it.

The following terms must be included in every contract according to The Consumer Protection Act:

- the names and addresses of the buyer and seller;
- a detailed description of goods and services including

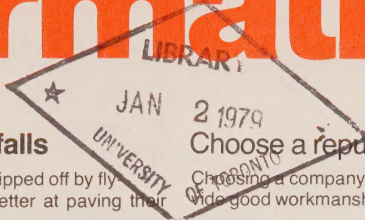


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Crushed limestone is generally preferred for the base because it compacts well. For new driveways, at least 100 millimetres or four inches of crushed limestone is required. For regrading driveways, enough limestone must be used to ensure proper drainage. A 460 millimetre or 18 inch fall is needed for every 30 metres or 100 feet of driveway. In addition, the driveway should slope away from the house and garage.

Coarser grades of asphalt are more durable. A mix known as HL3A is generally used for home driveways, while a coarser HL3 mix is used for highways and steep driveways because it provides better traction.

About 50 millimetres or two inches of *compacted* asphalt should be used on your home driveway. If the asphalt is thicker, it will remain soft when compacted. Don't let a contractor use 75 millimetres or three inches of *compacted* asphalt, unless it is being applied in two layers.

Sealer, which makes the driveway more oil and grease resistant, should be applied about 60 to 90 days after paving. Don't apply it too early because it doesn't mix with the oil in the fresh asphalt.

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- the names and addresses of the buyer and seller;
- a detailed description of goods and services including whether the driveway is being excavated or regraded;
- a detailed statement of how you will pay for the work;
- any warranty or guarantee on the goods and services.

You should also insist on having the following included in the contract:

- starting and completion dates;
- the responsibility the contractor takes for workmanship;
- depth of crushed limestone to be added;
- number of mm or inches of compacted asphalt;
- dimensions of the total area to be paved;
- drainage requirements.

To help prevent weeds and grass from growing through the pavement, weed killer should be sprayed before paving. If you want this or any other extra service performed by the paver, make sure it is written into the contract. In addition, you should look for any blank spaces and mark them N/A (not applicable) or Nil.

The guarantee

Make sure the guarantee clearly states what is covered. Most problems will show up within the first year. So don't be misled by an offer of a lengthy guarantee.

Payment

Don't pay more than 10 per cent as a deposit before work begins. Always make your cheque payable to the company.

Don't pay cash. Pay by cheque so you will have a record of the transaction.

Buyer protection

Under The Business Practices Act, no company is allowed to engage in unfair business practices by making false, misleading or deceptive claims.

If you feel the contractor made a clear misrepresentation you may send a letter cancelling the agreement. If this doesn't bring satisfaction, you may take the contractor to court under the Act.

Under The Consumer Protection Act, you may cancel a contract made with an itinerant (door-to-door) seller within two working days of receiving your copy of it. You may cancel by sending a registered letter to the company or by delivering it personally to the address on the contract.

This Act also requires pavers to register with the ministry of consumer and commercial relations. Guard the consumer protection available to you by dealing only with registered pavers. To check a paver's registration or to find out more about your rights, contact the consumer services office nearest you.

Your responsibilities

With proper maintenance, a well-built driveway should last eight to 10 years.

When the driveway is new, be extra careful not to mark it. On a hot day, asphalt can be easily marked by ladders, bicycle kick stands and other pointed or heavy objects. After a period of curing, the risk of marking decreases.

You may want to install curbstones alongside the driveway to improve its appearance and prevent grass from growing through the asphalt.

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Planning on fixing up your home? Free information on home improvements, siding and consumer credit is available from:

Consumer Information Centre
Ministry of Consumer and
Commercial Relations
555 Yonge Street
Toronto, Ontario
M7A 2H6
Phone: (416) 963-1111

Consumer Services Offices

250 Windsor Ave., 6th floor
Windsor, Ontario
N9A 6V9

Box 5600, Terminal 'A'
London, Ontario
N6A 2P3

143 Main Street East, Room 206
Hamilton, Ontario
L8N 1G4

555 Yonge Street
Toronto, Ontario
M7A 2H6

139 George Street North
Peterborough, Ontario
K9J 3G6

1673 Carling Ave., Suite 102
Ottawa, Ontario
K2A 1C4

295 Bond Street
Sudbury, Ontario
P3B 2J8

444 Queen Street
Sault Ste. Marie, Ontario
P6A 1Z7

Box 5000
Thunder Bay, Ontario
P7C 5G6



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Small business schemes: look before you leap

Earn big money in your spare time! Just a few hours a week can net you a fortune with our revolutionary franchising concept in solar energy. No experience necessary. Minimum \$3,000 investment required. Will train.

People always want or need more money. Rising prices, unemployment, inflation—these conditions certainly add to that need but no matter what the economic situation, the everyday consumer never seems to have enough.

And that's why, in most daily newspapers, you can find columns of advertisements, like the one above, imploring readers to take advantage—now—of some fantastic, new, "guaranteed" business opportunity.

Most are spare or part-time opportunities with the promise of huge rewards for very little actual work. The investor needs no special talent or ability—just money. The ads always sound good—usually too good.

And that, warns the business practices division of the ministry of consumer and commercial relations, is when it's time to watch out. A small business opportunity that sounds too good to be true usually is. And once the money has been invested, it's almost impossible to get it back.

Business opportunity schemes

Not all business opportunities, of course, are "schemes". Many are well thought out enterprises with every chance of success.

For many, however, the only real opportunity offered is the chance to lose your money. The schemes can involve virtually any type of financial dealing—vending machines, product dispensing distributorships, part-time commission sales or multi-level pyramid sales organizations. Almost anything can be franchised. All it takes is a fast-talking promoter.

Look out!

Remember, to make money in your spare time you have to have two elements: your time and talent, and a product or service which people will buy.

There are no short cuts. No matter what the ads say, the only way to earn money is to work for it. Watch out for advertisements, telephone pitches or face-to-face contacts which:

- promise large rewards for very little work.
- require a sizeable up-front investment (\$1,000 or more) for training or merchandise.
- extol the remarkable and unique virtues of some product or service that is already available through other outlets.
- promise unlimited future training.
- lead the prospective investor to believe he or she has been "selected" and that the opportunity is open for a limited time only.

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Questions to ask

Before you invest your money in a business opportunity, ask the right questions and demand satisfactory answers. Here's what to look for:

- How long has the company been in business? If it is just starting up or doesn't have a proven track record, you're taking a big chance with your money.
- Is it a new franchise using old ideas already exhausted by others, or is it a brand new product or service?
- Is it based out-of-province or in another country? If it's in a different jurisdiction it will be difficult, if not impossible, to recover any of your investment.
- If the operation claims affiliation, sponsorship or association with a larger or well known company, check it out. Don't take the promoter's word on anything.
- Look for solid references and check these out. Again, if there are claims of affiliation with such organizations as the Better Business Bureau or Chamber of Commerce, well-known individuals, or banks, check it out.
- Ask to see the company's financial records. A negative response may be an indication that they've got something to hide. If they do open the books, check their validity with an accountant (your own, not theirs).
- Ask how the company makes its money. If it's a franchise you're about to invest in, make sure the company is making money because its franchisees are doing well, not because they are constantly selling new franchises. (See pamphlet, "Franchising Facts", available by writing to Consumer Information Centre, Ministry of Consumer and Commercial Relations, 555 Yonge St., Toronto).
- What is the demand for the product or service being promoted? Would you buy or use it yourself? If not, probably no one else will either. Verify any claimed market surveys.
- Are others making a success of the business? Investigate on your own and get your own names of others involved.
- If the promoter offers an exclusive territory, determine just how exclusive it is. Is it marketable? Is there competition from others selling a similar product or service? Is the area defined by geography or by population.
- What kind of marketing support is promised? Are advertising plans adequate? Who pays for advertising?
- What about distribution? Can you rely on a steady supply of goods to sell? Does the company manufacture the product or just distribute it. If it is a distributorship, there is the danger of being cut off or undersold.
- Is there a buy-back agreement for goods? How certain are you that the company will still be there when you want to return the goods? Can you sell out if the business proves unprofitable?
- Is there a minimum of stock that must be purchased at intervals?
- Is servicing or repair of the product provided? At what cost?
- Exactly what kind of training is promised and provided? Ask for a detailed description in writing.

A reputable operation will have answers to any of these questions. Be wary of any hesitation, evasion or fast talk.

Work-at-home schemes

The ad reads: Earn \$200 a week stuffing envelopes! Just \$5 will set you up with your own work-at-home business.

How can you lose? It's a great way to earn extra money and if you really work hard, why you could probably earn as much as \$300 a week!

You can lose all right, because what you get for your \$5 investment is usually nothing more than a leaflet telling you how to post a notice in your local supermarket or laundromat. Or it might describe how to write to companies informing them you're willing to stuff their envelopes for a fee. You're paying \$5 for useless information and the advertiser is getting rich.

Any large firm already has an adequate envelope stuffing system, or uses the services of another company which specializes in stuffing and distribution. You can't compete and you've thrown away \$5.

Other schemes include purchasing raw materials or certain basic manufacturing equipment to enable you to work at home on a piece-work basis. The company promises to buy back all "acceptable" finished products. And that's the catch. No matter how good your product is, it won't be acceptable.

The company never intended to buy back anything in the first place. They made their money by selling the initial material or equipment.

Watch out!

That's the real message. Check and double-check every facet of any business you're considering putting money into. Be on the look-out for: a business that requires an investment, usually payable in advance; exaggerated promises of assistance in the way of marketing aid, training and advertising; the fact that you've been "selected" or that the offer is good for a limited time only; and probably the most obvious clue—the promise of large profits for very little work.

Anything can be promoted—all it needs is a fast-talking salesman to sell it. And it's the promoter who's making the easy money, not the investor. The person putting up the money still has to make the business work.

And, before you invest, hire a lawyer and an accountant and make sure any contract signed will stand up in court—in your favor. There's little chance of recouping any investment unless it is clearly written into the contract.

The courts are the only real alternative if you want out of a situation or feel you've been taken for a ride. Even then, the chances of getting back your investment are low, especially if the company you invested in is based in another jurisdiction.

Before you invest, remember the old adage: believe nothing you hear and about half of what you see.

Regional Offices:

Advice on this and other assistance may be obtained from the ministry of consumer and commercial relations. Contact the ministry's consumer services bureau nearest you.

250 Windsor Avenue, 6th floor
Windsor, Ontario
N9A 6V9
(519) 254-6413

Box 5600, Terminal A
80 Dundas Street East
London, Ontario
N6A 2P3
(519) 679-7150

143 Main Street East, Room 206
Hamilton, Ontario
L8N 1G4
(416) 529-8177

555 Yonge Street
Toronto, Ontario
M7A 2H6
(416) 963-0321

139 George Street North
Peterborough, Ontario
K9J 3G6
(705) 743-8728

1673 Carling Avenue, Suite 102
Ottawa, Ontario
K2A 1C4
(613) 725-3679

295 Bond Street
Sudbury, Ontario
P3B 2J8
(705) 675-8878

444 Queen Street East
Sault Ste. Marie, Ontario
P6A 1Z7
(705) 949-0332

P.O. Box 5000
435 James Street South
Thunder Bay, Ontario
P7C 5G6
(807) 475-1641



Information

L'achat par correspondance: prenez garde

L'achat par correspondance peut certes vous faciliter la vie. On peut acheter une foule de produits aussi variés que des graines de jardin, des livres, de la marchandise de grands magasins, etc. Vous devez être vigilant, sinon vous risquez de perdre des gros sous.

C'est toujours le petit nombre qui fait la mauvaise réputation, et ce domaine ne fait pas exception. Il importe donc que vous traitiez seulement avec les compagnies dont la réputation est établie, et qui vous sont recommandées par vos voisins et vos amis.

Vous pouvez vous enquérir de la réputation d'une compagnie auprès de votre Chambre de commerce locale, ou du Bureau d'éthique commerciale (Better Business Bureau) ou encore de l'Association canadienne du marketing direct (Canadian Direct Mail/Marketing Association).

Les conseils suivants vous permettront d'éviter de nombreux problèmes.

Les prétentions exagérées

Aucun produit commandé par la poste ne pourra transformer un homme chétif de 90 livres en un Hercule après six leçons ni donner en dix jours à une femme le buste dont elle a toujours rêvé.

Si la réclame vous apparaît un peu trop merveilleuse, il y a de bonnes chances qu'elle le soit. Lisez-la de près, car vous ne recevrez peut-être pas ce que vous pensez.

Faites toujours des comparaisons. Vous auriez peut-être une meilleure aubaine si vous commandiez ailleurs. La marchandise offerte par correspondance se vend parfois à un prix égal ou moindre au magasin du coin.

Lisez toujours ce qui est imprimé en petits caractères. Par exemple, assurez-vous qu'une "offre d'introduction spéciale" n'a pas pour effet de vous obliger à faire l'achat d'un nombre spécifique de livres, de disques ou de trousseaux de maquillage pendant une certaine période de temps.

La plupart du temps, vous ne recevrez que les produits que vous avez commandés. Cependant, certaines compagnies emploient le système appelé "option négative". Après avoir signé la commande, selon cette méthode, le client continue à recevoir de la marchandise tant qu'il ne prévient pas le vendeur de cesser de lui en envoyer.

Assurez-vous que le nom et l'adresse de la compagnie soient bien indiqués dans la réclame, au cas où vous auriez à la contacter advenant des difficultés avec votre commande. Il arrive souvent que l'on ne donne qu'un numéro de case postale.

Le fait de traiter avec une compagnie ayant ses bureaux dans un autre pays suscite de nombreux problèmes. Outre les délais postaux, vous éprouverez peut-être des difficultés à être remboursé en raison de lois différentes d'un pays ou d'une province à l'autre en matière de protection du consommateur. Les frais de douane, le taux d'échange et les dommages en cours de route sont autant de problèmes qu'il faut prévoir lorsqu'on traite avec des maisons de commerce étrangères, sans oublier les frais de transport et de poste qui seront sans doute plus élevés.

Certaines compagnies vous enverront un produit accompagné d'une facture, et exigeront que vous payiez en raison du fait que vous avez accepté le produit. Cependant, en vertu de la loi ontarienne sur la protection du consommateur (Consumer Protection Act), vous n'êtes pas responsable des produits que vous n'avez pas commandés et ceci s'applique aux cartes de crédit. Si vous recevez des produits que vous n'avez pas commandés, vous pouvez soit les garder, soit les jeter, soit les renvoyer à frais virés. Vous n'êtes pas tenu de les payer.

Si vous ne voulez pas d'une carte de crédit envoyée à votre insu, vous n'avez qu'à la couper en petits morceaux afin que personne ne s'en serve, et la mettre à la poubelle. Vous n'êtes responsable d'une carte que si vous l'acceptez par écrit, ou si vous l'employez pour faire un achat.

Les tactiques classiques

Il vaut mieux carrément ignorer certains genres d'annonces faites par la poste. Ainsi donc, certaines d'entre elles promettent des carrières épatantes dans le Grand Nord canadien ou dans un pays étranger. Vous n'avez qu'à envoyer de l'argent et on vous fera parvenir la liste des carrières. Cependant, il s'avérera souvent que cette liste ne contient que l'adresse de certaines compagnies, des annonces classées désuètes et des renseignements touristiques.

Nous connaissons tous ces annonces qui promettent des méthodes miraculeuses pour maigrir, pour affiner la musculature ou pour développer le buste. Les résultats sont rarement à la hauteur des prétentions; vous avez donc tout intérêt à suivre plutôt un régime équilibré et à faire des exercices choisis.

Gare aux cours par correspondance qui offrent des certificats dans une variété de disciplines allant de la théologie aux techniques pour devenir détective. Le certificat que vous recevrez après avoir dépensé beaucoup d'argent sera peut-être presque sans valeur sur le marché du travail. Informez-vous plutôt des cours d'éducation permanente offerts dans des écoles reconnues et les collèges communautaires.

La poste sera souvent le moyen employé pour vous présenter des systèmes permettant de s'enrichir en peu de temps. En fait, la seule personne qui s'enrichit est celle qui reçoit votre argent.

Envoi d'argent par la poste

Il vaut toujours mieux payer sur livraison lorsque vous faites des achats par correspondance. Si le produit n'était pas livré ou, si une fois livré, il s'avérait non satisfaisant, vous seriez alors en meilleure posture pour négocier avec le vendeur.

La plupart des compagnies respectées acceptent l'achat payable sur livraison bien qu'il en coûte parfois un peu plus cher. Cependant, le coût supplémentaire vaut bien la protection additionnelle.

Le Bureau des services au consommateur du ministère de la Consommation et du Commerce a reçu de nombreuses plaintes au sujet d'une compagnie qui avait sous-estimée la demande pour son produit et son stock fut bientôt épuisé. Même si elle n'avait pas encore reçu livraison de son nouveau stock de marchandise, la compagnie continua à accepter et à encaisser tous les chèques et mandats qu'elle recevait. L'argent était placé dans un fonds d'épargne à court terme et la compagnie recueillait des intérêts alors que les consommateurs attendaient pendant des mois pour leur marchandise.

Quand vous envoyez de l'argent, utilisez des chèques ou mandats; ils indiquent une preuve de paiement au cas où il y aurait des problèmes.

Association canadienne de marketing direct

L'Association canadienne de marketing direct regroupe des compagnies de vente par correspondance qui ont pour but de promouvoir des pratiques responsables dans cette industrie. Les membres sont censés adhérer à un code d'éthique et employer le sigle de l'Association dans leur publicité.

Si on en fait la demande, l'Association tente de rayer ou d'ajouter, selon le cas, des noms de consommateurs sur la liste postale des compagnies participantes.

Si vous désirez contacter l'Association pour ce service particulier, ou pour tout autre renseignement, veuillez écrire à:

Association canadienne de marketing direct
130, rue Merton
Toronto (Ontario)
M4S 1A4
Tél.: (416) 484-8554

Les points essentiels à vérifier

Avant de traiter avec une compagnie de vente par correspondance, posez-vous les questions suivantes:

1. Qu'est-ce que l'annonce promet réellement?
2. Ai-je vraiment besoin de ce produit?
3. Pourrais-je acheter ce produit à prix inférieur dans les magasins locaux?
4. Ai-je l'option de payer sur livraison?
5. L'annonce indique-t-elle suffisamment de renseignements pour me permettre de faire un choix éclairé?
6. La compagnie offre-t-elle une garantie de "remboursement" si la marchandise ne satisfait pas?
7. Est-ce que je connais la réputation de cette compagnie?

Pour logger une plainte

Malgré toutes vos précautions, vous aurez peut-être à porter plainte contre une compagnie de vente par correspondance. Dans un tel cas, il vous sera nécessaire d'avoir les documents suivants: une copie de l'annonce originale; une copie de votre commande avec la date d'envoi; une copie de votre chèque ou mandat.

N'attendez pas des mois avant d'agir. Si après un délai raisonnable, vous n'avez pas reçu votre marchandise, ou si elle ne vous donne pas entière satisfaction, mettez-vous d'abord en contact avec la compagnie. Le délai est peut-être occasionné par une erreur d'ordinateur et la situation pourra être rectifiée sans difficulté.

Si la compagnie ne réagit pas de façon satisfaisante à une plainte fondée, contactez alors l'Association canadienne de marketing direct. L'Association a intérêt à maintenir de bonnes relations avec sa clientèle et pourra peut-être apporter une solution à votre problème, surtout s'il s'agit de l'un de ses membres.

Si vous avez été victime de publicité erronée, trompeuse, ou mensongère, la loi sur les pratiques commerciales (Ontario Business Practices Act) vous donne droit d'annuler la transaction dans les six mois en envoyant une lettre recommandée à la compagnie.

Vous pouvez recevoir des conseils sur ces questions et sur d'autres en vous informant auprès du bureau du ministère de la Consommation et du Commerce situé le plus près de chez vous.

Bureaux régionaux

143 est, rue Main, bureau 206
Hamilton L8N 1G4
Téléphone: 529-8177

New Court House
C.P. 5600, Succursale A
80 est, rue Dundas
London N6A 2P3
Téléphone: 679-7150

1673, avenue Carling, suite 102
Ottawa K2A 1C4
Téléphone: 725-3679 ou 725-1489

139 nord, rue George
Peterborough K9J 3G6
Téléphone: 743-8728

555, rue Yonge
Toronto M7A 2H6
Téléphone: 963-0321

444 est, rue Queen
Sault Ste-Marie P6A 1Z7
Téléphone: 949-0332

295, rue Bond
Sudbury P3B 2J8
Téléphone: 675-8878

435 sud, rue James, C.P. 5000
Thunder Bay P7C 5G6
Téléphone: 475-1641

250, avenue Windsor, 6e étage
Windsor N9A 6V9
Téléphone: 254-6413

Pour de plus amples renseignements quant à vos droits en vertu de la loi sur les pratiques commerciales, écrivez au:

Ministère de la Consommation et du Commerce
555, rue Yonge
Toronto (Ontario) M7A 2H6

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Un détecteur de fumée: Est-ce que ça vaut le coût?

Le mot "incendie" évoque la terreur, la tragédie et la destruction. Chaque année, des centaines de personnes meurent et des milliers d'autres perdent leurs biens en Ontario.

Un grand nombre d'incendies auraient pu être évités s'ils avaient été détectés à temps. La plupart des victimes auraient pu être sauvées.

En 1974, près de 300 personnes sont mortes en Ontario à la suite d'incendies et des milliers d'autres ont été blessés. La plupart de ces incendies se sont produits dans des maisons privées, pendant la nuit.

Éviter la tragédie

La protection de votre famille et de votre maison contre l'incendie fait l'objet d'un programme en trois points:

- réduire les risques d'incendie dans la maison
- prévoir une issue en cas d'incendie
- installer un système de détection rapide

Réduire les risques d'incendie dans la maison

Si vous en faites la demande, le service d'incendie inspectera votre maison pour déterminer les risques d'incendie et vous fera, s'il y a lieu, des recommandations. Vous devriez sensibiliser vos enfants aux dangers du feu et mettre le numéro du service des pompiers bien en vue près de chaque téléphone.

Prévoir une issue en cas d'incendie

Même si elle a été bien préparée, la voie de sortie est inutile si elle n'a pas été essayée par tous les membres de la famille. Déterminez la meilleure voie pour sortir de la maison et prévoyez-en une autre si possible, puis, essayez-les.

Installer un système de détection rapide

Les extincteurs d'incendie doivent être placés à portée de la main dans la cuisine et près des chambres à coucher. Cependant, il ne faut les utiliser que pour les feux que l'on peut maîtriser. N'essayez jamais d'éteindre les gros incendies.

Comme la plupart des incendies se produisent la nuit quand toute la famille dort, un système de détection rapide peut sauver la vie des occupants. C'est pourquoi le Code de la construction de l'Ontario exige l'installation de détecteurs de fumée dans toutes les maisons mises en chantier après le 1^{er} janvier 1976.

Les règlements pour les chambres et les appartements en location varient d'une municipalité à l'autre. C'est pourquoi vous avez intérêt à en prendre connaissance.

Les détecteurs d'incendie

Il existe deux types de détecteurs d'incendie: le détecteur de chaleur et le détecteur de fumée. Le détecteur de chaleur est ordinairement employé dans les installations commerciales et industrielles, tandis que le détecteur de fumée, plus sensible, est plus approprié pour les logements.

Le détecteur de chaleur (ou thermique) se déclenche lorsque la température atteint, selon le réglage, 57°C ou 93°C; à ce stade, la fumée dégagée aurait déjà tué les occupants endormis. Le détecteur de chaleur protège donc mieux la propriété que les personnes.

Veillez à ce que les détecteurs que vous achetez aient été testés par "Underwriters Laboratories of Canada".

Les détecteurs de fumée

La sensibilité du détecteur de fumée est telle que son alarme se déclenche bien avant celle du détecteur de chaleur.

Les détecteurs de fumée sont de deux types: à ionisation (produits de combustion) et photo-électrique. Les deux sont efficaces mais à des degrés différents.

Les détecteurs à ionisation

Ces détecteurs de fumée ont une chambre d'ionisation qui contient une quantité infime de matière radioactive dont le but est de rendre l'air conducteur d'électricité dans l'appareil. Un faible courant électrique passe dans l'air ionisé. Lorsque la fumée entre dans la chambre d'ionisation, elle interfère avec le courant et, à un niveau donné, déclenche l'alarme.

Les détecteurs photo-électriques

Ces détecteurs de fumée sont dotés d'une cellule photo-électrique et d'une source lumineuse, soit une ampoule soit une diode luminescente. Lorsque la fumée entre dans l'appareil elle disperse le rayon lumineux qui atteint la cellule photo-électrique et déclenche l'alarme.

Efficacité des détecteurs de fumée

Les détecteurs à ionisation détectent efficacement la fumée avant même qu'elle soit visible. D'après certains essais, les modèles photo-électriques peuvent réagir plus rapidement aux feux sans flammes. Quoi qu'il en soit, ces deux types de détecteurs sont plus sensibles que les détecteurs de chaleur.

Les phases de l'incendie

L'incendie a généralement quatre phases. Lors de la phase initiale, aucun produit de combustion (comme la fumée) n'est apparent. Seuls les détecteurs à ionisation peuvent détecter l'incendie à ce stade.

Lors de la deuxième phase, la fumée est visible mais il n'y a pas encore de flammes. Les détecteurs photo-électriques se déclenchent à ce stade.

La phase des flammes caractérise l'incendie proprement dit. Cette phase est presque aussitôt suivie de la dernière phase qui se caractérise par une chaleur intense et une expansion de l'air. C'est à ce stade que les détecteurs de chaleur sonnent l'alarme.

Aux dires des experts, la durée de chaque phase est fonction de l'origine de l'incendie et de certains autres facteurs comme la présence de courants d'air et de matériaux combustibles.

Installation des détecteurs de fumée

Les détecteurs que l'on peut présentement se procurer marchent soit sur piles, soit sur le courant de la maison; dans ce dernier cas, ils sont branchés à une prise de courant ou intégrés à l'installation électrique de la maison.

Les modèles à pile sont les plus faciles à poser. La pile dure à peu près un an et, lorsqu'elle est épuisée, l'appareil émet un signal sonore intermittent; de plus, un voyant lumineux, qui dure sept jours ou plus, indique que la pile doit être changée. Si vous êtes en vacances pendant cette période, il est possible que l'appareil ne fonctionne plus à votre retour sans que vous le sachiez.

Les détecteurs à fiche ont un inconvénient en ce sens que la longueur du cordon limite les possibilités de pose. De plus, ils peuvent être facilement débranchés. Enfin, si le circuit est surchargé et que le fusible saute, l'appareil cesse de fonctionner.

Les détecteurs qui sont directement reliés à l'installation électrique, comme c'est le cas dans les nouvelles maisons en Ontario, peuvent être connectés entre eux pour qu'ils se déclenchent tous ensemble dès que l'un d'eux détecte un incendie.

Évidemment, en cas de panne de courant, les détecteurs ne peuvent pas fonctionner. Cependant, la probabilité qu'un incendie survienne en même temps qu'une panne d'électricité est relativement faible, bien que dans les régions rurales, où les pannes de courant sont fréquentes, il serait prudent de doter la maison d'appareils à pile.

Les détecteurs doivent être installés au plafond ou près du plafond. Si l'on n'en utilise qu'un seul, il faut le placer au plafond près des chambres à coucher. Des détecteurs supplémentaires peuvent être placés en haut de l'escalier à chaque étage, et au plafond du salon.

Les détecteurs installés dans la cuisine peuvent se déclencher à cause de la fumée provenant de la cuisson.

Entretien

Outre la nécessité de nettoyer de temps en temps à l'aspirateur la chambre d'ionisation afin d'y enlever la poussière, les détecteurs requièrent peu d'entretien.

Les modèles photo-électriques à ampoule doivent être vérifiés périodiquement afin de s'assurer que l'ampoule fonctionne toujours. Quant aux détecteurs à pile, il faut s'assurer que la pile marche encore, surtout après une absence prolongée.

Certains experts vous recommandent d'utiliser de la fumée pour vous assurer du bon fonctionnement de vos détecteurs et de le faire fréquemment.

Fonctionnement des détecteurs

Lorsque l'appareil détecte un incendie, son alarme est suffisamment forte pour être entendue par les dormeurs des chambres avoisinantes. Si plusieurs appareils sont reliés entre eux, ils donnent tous l'alarme.

Lorsque la pile du détecteur s'épuise, un signal sonore et un voyant lumineux ou un indicateur visuel indiquent que la pile doit être changée.

Exigences du code de la construction de l'Ontario

Toutes les maisons mises en chantier après le 1^{er} janvier 1976 doivent être dotées d'au moins un détecteur de fumée à ionisation, installé au plafond entre les chambres à coucher et la salle de séjour. Le signal sonore doit être audible dans les chambres, les portes fermées.

Le détecteur doit être relié à la source d'électricité de la maison et son circuit ne doit pas comprendre d'interrupteur mural. Le détecteur doit être doté d'un indicateur visuel de fonctionnement et doit être relié en permanence à une prise de courant standard ou à une boîte de connexion au plafond et doit être alimenté par un circuit qui n'est relié à aucune prise de courant murale.

Questions pertinentes

Comment puis-je protéger au mieux ma famille contre les incendies?

Réduisez au maximum les risques d'incendies, apprenez aux membres de la famille les diverses façons de sortir de la maison en cas d'incendie, et installez un système de détection rapide.

Comment choisir un détecteur de fumée?

Veillez à ce que tout détecteur que vous achetez soit inscrit sur la liste ULC ("Underwriters Laboratories of Canada"). Le détecteur à ionisation signale la présence de produits de combustion avant même que la fumée soit visible et se déclenche rapidement dès la phase initiale de l'incendie. Certains essais indiquent que le détecteur photo-électrique réagit plus rapidement aux feux sans flammes.

Quel en est le prix?

En Ontario, le prix se situe actuellement entre \$39.95 et \$80. et ne comprend pas l'installation. Le remplacement de la pile occasionne des frais supplémentaires.

Les détecteurs à ionisation présentent-ils des dangers de radiation?

Les distributeurs doivent obtenir un permis de l'Energie atomique du Canada. D'autre part, le dispositif radioactif est inspecté par le Bureau de la radioprotection du ministère fédéral de la Santé. La radioactivité à l'extérieur du détecteur est, semble-t-il, moindre que celle d'une montre lumineuse ou d'un téléviseur couleur.

Puis-je en faire l'installation moi-même?

Il vaut mieux qu'un électricien fasse l'installation si le détecteur doit être intégré à l'installation électrique de la maison. Une erreur de branchement est plus grave que pas de détecteur du tout. Quant au modèle à pile, le propriétaire peut facilement en faire la pose.

L'emplacement est-il important?

Oui. La protection étant essentielle la nuit, si l'on n'a qu'un seul appareil, il importe de le placer au plafond entre les chambres à coucher et la salle de séjour en prenant soin de bien suivre les indications du fabricant.

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Car repairs: it pays to pay attention

Dread: That uneasy feeling when your automobile engine starts making a weird noise, miles from home or the nearest service station.

Frustration: That feeling of helplessness when the engine stops making that strange noise, then stops completely, miles from home or the nearest service station.

Shock: That feeling when you're presented with the repair bill. No matter what the problem was, and no matter how hard the mechanic has worked on it, the bill always seems to come to more than was expected.

Resignation: That feeling as you pay the bill. You need the car, the garage bill has to be paid and you feel there's nothing you can do about it anyway.

Always a surprise

There's something about cars — no matter what goes wrong, necessary repairs are almost always a surprise. Houses are different. The new homeowner expects problems and budgets accordingly. A new car? Well, despite the fact that for many consumers an automobile purchase is one of the largest single capital investments made during their lifetime, they seem to forget that it too must be maintained and *will* need repairs some time.

And when something does go wrong, dread, frustration, shock and resignation are common reactions. There's little that can be done about the first two, although a little preventive maintenance can make their occurrences a lot less frequent. You can reduce the latter two, however, by doing your homework and knowing exactly what you're getting yourself into.

Repair check-list

Figures recently tabulated by the ministry of consumer and commercial relations show that car repair complaints are second-highest of all motor vehicle complaints. Other complaints range from warranty conflicts to contracts, financing, advertising and fitness certificates.

Most service outlets operate honestly and effectively. Unfortunately, however, some do take advantage of the uninformed consumer. With this in mind, car owners should take certain precautions when dealing with repair facilities. The car owner should:

- Review the car warranty carefully. If it still applies, determine exactly who pays for what and discuss this with the service person before any work is done. In other words, know what you're getting under the warranty.
- Check the owner's manual. The solution to the problem might be right there.
- Be as specific as possible when describing the problem to service personnel. Don't be afraid to ask questions. It's much easier, and less costly, to repair something if the mechanic knows what to look for.

- Never sign a blank order form. Ask for a written cost estimate before authorizing major repairs and specify that the cost should not exceed this amount without the owner's permission. Be sure to obtain a copy of the work order.
- Get full details on repair work warranties. For instance, ask if a warranty applies to both parts and labor. Find out if there is a restriction on where repairs are to be done.

Consumers who feel they have been misled or deceived may seek redress through The Business Practices Act or The Motor Vehicle Dealers' Act.

The Business Practices Act outlines a number of conditions that comprise false, misleading or deceptive consumer representations. For example, it forbids a representation that a service, part, replacement or repair is needed if it is not. It also forbids a representation that the goods are new or unused if they are not.

In addition, the Act defines as unconscionable (unfair or unjust) any misleading statement of opinion upon which the consumer is likely to rely to his or her detriment.

If the cost of the service in dispute is under \$1,000 you can sue in small claims court. Bringing an action in small claims court is inexpensive and does not require the services of a lawyer.

Preventive maintenance

Most consumers know next to nothing about the mechanics of their vehicle. What's under the hood is a mystery: a pile of metal and nuts and bolts that either works or doesn't. Most of the time it works. When it doesn't it's easy to blame the auto manufacturer, the dealer and even the mechanic. Sometimes, however, much of the blame belongs to the car owner.

Because of the trend toward self-service gasoline outlets, many motorists forget about or simply don't bother with the routine engine checks which are usually provided, upon request, at full-service outlets. Having your oil checked regularly or checking your battery cables may be bothersome but these things shouldn't be taken for granted.

Do-it-yourself

If you have gotten into the pump-it-yourself routine, you should be prepared to either do these checks yourself or occasionally fill up at a service station that will do them for you. The following should be checked on a regular basis:

- motor oil level
- power steering fluid
- windshield washer fluid
- lights and turn signals
- coolant level in radiator (only when engine is cold)
- transmission fluid
- brake and battery fluids
- battery cables, wiper blades, drive belt and hoses
- tire pressure. A tire gauge is inexpensive and it's the best investment you can make to extend tire life. Underinflated tires can also decrease gas mileage.

A complete tune-up should be done at least once a year. This includes everything from engine tune-up and tire rotation to checking lubrication, and the suspension, brake and cooling systems. Keeping your car regularly tuned saves both gas mileage and wear and tear on the engine. Engine oil and oil filter should also be changed regularly according to recommendations in the owner's manual.

Winterizing your car

Ontario winters can be extremely hard on a car. Before the thermometer drops below zero, take advantage of the remaining mild days to condition your car for the cold months ahead.

Starting with the exterior, clean the underparts of the car thoroughly with, for example, the high pressure nozzle of a garden hose. Pay special attention to the fender walls, the door sills and door bottoms where rust can get a head start.

Make sure the under-door drain openings haven't been clogged with mud or road tar. If clogged, moisture will build up inside the door panels and provide an environment for rust.

Give the car a good wax coating to protect the finish.

Read your owner's manual carefully, especially the section on seasonal maintenance. Tire pressure, cooling system care and ignition system maintenance are especially important.

Find an open road or vacant parking lot and run the car at various speeds to evaluate performance of the steering, brakes, shock absorbers and front-end alignment.

Listen for any unusual engine noises and look for excessive exhaust smoke.

Now you're ready for your winter tune-up. And when you take it in, you can give the mechanic a much better idea where any possible problems might lay.

The mechanic

Perhaps the most irritating aspect of an automobile repair bill is the parts and labour break-down. It never seems right that a \$10 part costs \$50 for installation. And, since most consumers know next to nothing about a car engine and its complexities, it's hard to escape the feeling that you've been taken for a ride.

While this can happen, the vast majority of auto mechanics are highly skilled and honest. They want repeat business and the only way to ensure that is to satisfy their customers.

Labor charges of \$22 per hour at first glance appear unreasonably high. The mechanic, however, does not take home that kind of money. A fully-equipped garage requires a lot of sophisticated equipment that needs constant upgrading and replacement. That costs a lot of money.

According to a U.S. study, people in the service end of the auto industry point to the increasing complexity of today's cars as the source of most consumer complaints. As consumers demand, or accept, more and more gadgetry (the modern automobile already has more than 15,000 parts), the mechanic will remain hard-pressed to keep up.

Check-list

Remember, if your car does need repair work, keep in mind the following:

- Check your car warranty and determine exactly who pays for what.
- Be as specific as possible when describing the problem.
- Never sign a blank order form. Ask for a written estimate and specify, in writing, that the cost should not exceed a certain amount without your permission.
- Get the exact details on any repair warranty.

Again, the better you take care of your vehicle the longer it will last. Don't put off the tune-ups, the oil changes and the winterizing. If you're not a do-it-yourselfer, fill up occasionally at a service centre that will do the routine engine checks for you.

When you do need work done, and you're pretty certain what the problem is, shop around for estimates. Also, consult friends whose judgements you trust. Once you've decided where you're going to take your vehicle, it's to your advantage to establish a rapport with the person doing the repairs.

If you're satisfied with the job that's done, become a regular customer. A good mechanic will get to know the idiosyncrasies of your car and be able to determine a lot easier what might be wrong.

Further information, including the pamphlets 'Buying a Car' (with tips on rust inhibition) and 'Transmission Repairs' may be obtained by writing the Ministry of Consumer and Commercial Relations, 555 Yonge St., Toronto, Ont. M7A 2H6 or by contacting the Consumer Services Bureau nearest you.

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Hamilton, Ontario
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295 Bond Street
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P.O. Box 5000
Thunder Bay, Ontario
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(807) 475-1641

Box 5600, Terminal 'A'
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(613) 725-3679

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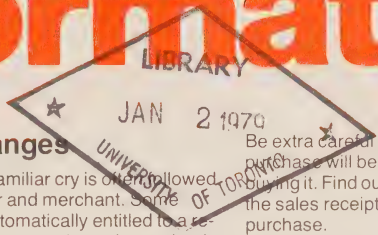
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Refunds and Exchanges

"I want my money back!" This familiar cry is often followed by frustration for both consumer and merchant. Some consumers assume they are automatically entitled to a refund on any purchase. Merchants sometimes do not clearly explain their refund and exchange policy to shoppers.

Contrary to popular belief, merchants are under no legal obligation to take back goods unless they are defective or clearly do not live up to sales claims. However, most responsible merchants realize that a fair refund and exchange policy will help them keep customers.

Ignorance is never bliss when it comes to refund and exchange policies. A clear understanding of the terms and conditions of refunds and exchanges and some common sense can eliminate most dissatisfaction.

For the consumer

Preventive medicine

The best way to avoid a refund problem is to shop carefully so you won't need to return goods. Here are some pointers.

- Comparison shop. By going to several stores and looking at prices, guarantees and service agreements, you may find the best value.
- Avoid impulse buying. Do you really need this item? Can you afford it? Is this the best price?
- Shop at reputable stores. Ask friends where they buy specific items. Check a store's reputation through your local Better Business Bureau or Chamber of Commerce.
- Examine the merchandise carefully. Try on clothing to make sure it fits properly. Ask for appliance demonstrations.
- Be sceptical of extravagant sales claims. If it sounds too good to be true, it probably is.

Then, find out the store's policy *before* you buy. If the store does not have a prominently-displayed notice, ask the following questions and insist the policy be written on your receipt.

- Do you give full refunds? If not, do you give partial refunds, exchanges, credit notes or other forms of compensation?
- What is required to prove I purchased the merchandise in your store? A sales slip? A cancelled cheque? A charge account billing? The original packaging?
- On what items do you refuse to give refunds or exchanges? Bathing suits? Undergarments? Shoes? Records? Items on special clearance sale?
- What condition can the merchandise be in? Unopened? Opened, but not used? Slightly used? Damaged from use?
- Must I request a refund or exchange within a specified length of time?

Be extra careful when shopping for gifts. Make sure your purchase will be suitable for the person for whom you are buying it. Find out the refund and exchange policy and save the sales receipt or other papers required for proof of purchase.

When you take your purchase home, care for it properly. Read all instructions carefully.

Don't expect your new sweater to hold its shape after you put it in a clothes dryer, if the label says 'Drip dry'. Don't risk injury to yourself or the appliance by washing your electric frying pan, if the instructions say 'Do not immerse in water'.

How to ask for a refund or exchange

Before going to the store, make sure your reason for returning the goods is valid and you have complied fully with the store's refund and exchange policy. For example, bring your sales receipt and return the merchandise within the specified length of time.

If you have children, make sure they understand their rights and responsibilities as consumers and are not afraid of requesting a refund or exchange under the proper circumstances.

If you meet these conditions, most stores will gladly return or exchange new merchandise. However, if you have any problems, follow these suggestions.

- Don't lose your temper. Explain your problem clearly and calmly to the sales clerk.
- If the sales clerk is unable to help you, see the manager.
- Be prepared to negotiate. Although the store may not give refunds, you may persuade the merchant to exchange or repair your purchase or make alternate arrangements.
- Still no satisfaction? Send a registered letter to the person in charge or hand-deliver it. The following information should be included: your name, address and telephone number; the name and type of product purchased, date of purchase and price paid; an outline of the problems and your attempts to solve it; copies (not the originals) of receipts or other documentation; and what you want the store owner to do about your problem.

The Business Practices Act, administered by the ministry of consumer and commercial relations, protects you against false, misleading or deceptive representations.

If you believe the product doesn't live up to sales claims, advertisements or other representations, you may be able to cancel the agreement within six months.

To cancel a contract under these conditions, send a registered letter which states: "I exercise my right of rescission under section four of The Business Practices Act." Include your reasons for making the request.

If you have signed an agreement to make regular payments on your purchase, send a copy of your letter to the finance company or other institution from which credit was obtained.

If you require assistance or would like to learn more about your rights and responsibilities, visit the nearest consumer services bureau. Better Business Bureau or consumer organization. If the merchant belongs to any retail associations, contact them for help.

If your purchase cost \$1,000 or less, you may file a claim in small claims court. Further information about this is available from the Ontario attorney-general's office, listed under Government of Ontario in your telephone directory.

For the merchant

Preventive medicine

The best defence against customer dissatisfaction is a well-publicized refund and exchange policy.

A prominently-displayed poster is a popular way of conveying the message. The notice should be near the cash register, fitting room or other appropriate location.

Large stores often explain their policy in their advertising. Others have it printed on sales tags or receipts.

The wording should be as simple and clear as possible. If your store serves many customers who have difficulty with English, consider translating the message into the language they speak.

Your notice — whether it's printed on a poster or receipt — should contain the following information:

- whether you give refunds
- whether you will exchange merchandise
- whether you give credit notices or other forms of compensation
- any items that your policy doesn't cover such as undergarments
- what is required for proof of purchase
- in what condition items must be for a refund or exchange
- the length of time after purchase in which refunds or exchanges are given
- any other terms or conditions.

If your policy does not apply to specific clearance sales, this should also be clearly stated. A sign stating "No refunds on sale items" should be posted beside items on a clearance sale, if this applies.

Make sure your staff are familiar with this policy and are able to answer any questions courteously. Insist they refer unresolved disputes to you. If special conditions apply to certain items, staff should inform customers at the time of purchase.

Honesty will also help you avoid problems with refunds and exchanges. Here are some guidelines.

- Don't say things you don't mean or raise unrealistic expectations. Don't claim something will last a lifetime if it will really last only five years with normal use.
- Familiarize your staff with consumer protection legislation. Make sure they know that exaggerated sales claims are prohibited by The Business Practices Act and that contracts may be cancelled for this reason.

Here are some tips on dealing with complaints about refunds and exchanges.

- Point out your written policy notice.
- Make sure your staff are polite and refer all unresolved disputes to you.
- Find out why the customer is demanding a refund. If, for example, product defects or exaggerated sales claims are persistent problems, you will have to take steps to improve this if you want to keep your customers.
- If the dispute must be referred to the manufacturer, be a co-operative mediator between consumer and manufacturer.
- Be prepared to negotiate. Flexibility, particularly when some issues remain in doubt, may earn you a steady customer.

For further information contact:

The Consumer Information Centre
Ministry of Consumer and Commercial
Relations
555 Yonge St.
Toronto, Ont.
M7A 2H6

or the nearest consumer services bureau.

Consumer Services Bureaux

250 Windsor Avenue, 6th floor
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Information

Au propriétaire de maison: Évitez les rénovations trop coûteuses.

Vous projetez de rénover votre maison? Poser du nouveau papier peint? Aménager une nouvelle salle de jeux avec cheminée?

Comme beaucoup d'autres, vous avez conclu qu'il valait mieux rénover que d'avoir à défrayer le coût élevé d'une nouvelle maison. Qu'il s'agisse de petites réparations ou d'une rénovation d'envergure, vous chercherez évidemment à le faire au meilleur prix possible. Vous avez donc intérêt à éviter les problèmes courants liés à la rénovation d'une maison sans que le propriétaire non averti doit faire face.

La grande décision

Avant de faire quoi que ce soit, sachez exactement ce que vous voulez. Écrivez vos idées sur papier. S'il s'agit d'un projet à longue haleine qui a pour but la rénovation complète de la maison, préparez un plan général et établissez les priorités. Souvenez-vous qu'un changement de plan en cours de route occasionne des coûts supplémentaires, ainsi que des soucis pour vous et pour l'entrepreneur.

Ne vous laissez pas séduire par le fait que vos voisins font effectuer des travaux semblables ou que le prix représente une véritable aubaine. Si la proposition semble trop alléchante, prenez garde. Et n'oubliez pas qu'une rénovation n'ajoute pas nécessairement à la valeur de votre maison.

S'il s'agit d'une rénovation d'envergure, vous avez intérêt à consulter un architecte ou un ingénieur avant de commencer les travaux. Ces experts peuvent vous indiquer la façon la plus efficace et la moins coûteuse de mener votre projet à bonne fin.

Une fois que vous savez ce que vous voulez, obtenez des soumissions détaillées d'au moins trois entrepreneurs reconnus. Le prix doit inclure le coût des matériaux et de la main-d'oeuvre. Méfiez-vous de l'entrepreneur qui vous cite un prix fixe avant même d'avoir examiné la maison.

Comment choisir le meilleur entrepreneur

Si vous n'êtes pas du genre bricoleur, consultez vos voisins et amis avant de choisir un entrepreneur. Ne le choisissez pas au hasard dans les pages jaunes de l'annuaire de téléphone ou dans les annonces des journaux.

Demandez à l'entrepreneur de vous donner le nom d'anciens clients afin que vous puissiez vérifier la qualité de son travail. Vous pouvez parfois obtenir le nom d'entrepreneurs réputés en vous adressant à des magasins de matériaux de construction.

Les bureaux d'éthique commerciale (Better Business Bureau), les chambres de commerce, les commissions locales de délivrance de permis ou les inspecteurs municipaux de bâtiments ont des dossiers sur les entrepreneurs en rénovation. Vous pouvez vous enquérir auprès de ces services de la réputation de la firme que vous vous proposez de retenir.

Le jeu de porte en porte

Méfiez-vous du vendeur de porte en porte qui vous offre une "aubaine" sous prétexte que "nous nous trouvons présentement dans votre quartier avec tous nos matériaux et équipements".

Ne vous faites pas prendre par cette tactique de vente. Demandez au vendeur les noms de voisins qui ont fait faire des travaux et consultez-les.

Avant de signer un contrat, sachez qui doit exécuter le travail. Il arrive souvent que le vendeur cède tout simplement le contrat signé à une autre compagnie.

Il existe d'autres tactiques du porte en porte. Tel vendeur vous offre "d'inspecter" gratuitement votre cheminée, votre fournaise ou votre toit. Aussitôt l'inspection faite, il vous dit que des travaux urgents et dispendieux doivent être exécutés et, contrat à la main, vous offre de les faire.

Si vous croyez que des travaux doivent effectivement être faits, choisissez votre propre entrepreneur; ne vous laissez pas influencer par la présence d'un tel vendeur chez vous.

Méfiez-vous des vagues promesses de ceux qui vous offrent un rabais si vous consentez à laisser votre maison servir de modèle aux autres propriétaires du quartier. Vous découvrirez par la suite que le rabais sera fonction du nombre de personnes du voisinage qui font subséquemment faire des travaux du même genre. Et malheureusement, ces voisins auront probablement consenti à bénéficier de la même aubaine.

Avant d'apposer votre signature

Une fois que vous avez choisi l'entrepreneur et obtenu l'estimé des coûts, assurez-vous que tous les détails sont écrits sous forme de contrat. Et avant de signer, veillez à ce que tout soit prévu — le volume et le genre de travail, le coût total, la date de la fin des travaux et qui est responsable du nettoyage une fois les travaux terminés.

Lisez les petits caractères. Évitez les clauses dites de "progression" qui vous engagent à faire des versements à intervalles prévus, que vous soyez satisfait ou non de la progression des travaux. De même, assurez-vous que tous les sous-traitants nécessaires sont indiqués au contrat, sinon vous risquez d'avoir à payer à votre grand étonnement les frais élevés d'un plombier ou d'un électricien.

Comprenez bien la portée de la garantie. La réputation et le nombre d'années en affaires de l'entrepreneur sont d'une importance capitale. Une garantie de "dix ans" ne vaut rien si l'entrepreneur fait faillite le mois prochain.

Si le contrat fait l'objet d'une somme importante, il vaut mieux qu'il soit lu par un avocat avant que vous ne le signiez afin de détecter toute clause cachée.

Connaissiez les règlements municipaux

Parce que les rénovations importantes nécessitent parfois un permis de construction, il vaut mieux s'informer auprès de la municipalité *avant* le début des travaux.

Il incombe au propriétaire d'obtenir le permis. Si vous voulez que l'entrepreneur obtienne lui-même le permis, il faut que ce soit spécifié au contrat et ne laissez pas les travaux commencer tant que vous n'avez pas vu le permis.

Avant de payer

Faites en sorte que le paiement initial soit aussi bas que possible (à peu près 10%) et ne payez jamais le plein montant avant la fin des travaux.

Vous vous assurez ainsi que l'entrepreneur finira bien les travaux et vous vous protégez en même temps contre une faillite éventuelle avant la fin des travaux.

Ne consentez pas à faire un paiement initial élevé que l'entrepreneur peut demander pour payer les matériaux. Les firmes réputées peuvent normalement obtenir le crédit nécessaire pour faire cet achat.

Le "Mechanics Lien Act" (la loi sur le privilège de fournisseur) exige que vous reteniez 15% du montant de chaque versement de "progression" pendant une période de 37 jours après la fin des travaux. De cette façon, vous êtes protégé si l'entrepreneur ou le sous-traitant néglige de payer le fournisseur de matériaux.

Bien que certaines firmes soient prêtes à échelonner les versements sur une certaine période de temps — vous demandant évidemment de payer de l'intérêt — il peut être avantageux pour vous de voir à votre propre financement. De cette façon, advenant des problèmes, vous contrôlez vous-même les versements à l'entrepreneur. Rappelez-vous que les taux de financement peuvent varier considérablement; vous avez donc tout intérêt à faire un choix judicieux de votre source de crédit.

Lorsque les travaux sont en cours

Surveillez bien la progression des travaux, car vous pourrez souvent détecter des problèmes et y remédier avant qu'il ne soit trop tard. Ne signez jamais un certificat de fin des travaux avant que ceux-ci ne soient entièrement exécutés à votre satisfaction.

S'il y a des problèmes

Malgré toutes vos précautions, il peut arriver que vous soyez victime de pratiques déloyales. Le cas échéant, vous avez de nombreux recours.

En vertu de la loi sur la protection du consommateur (The Consumer Protection Act), vous pouvez annuler un contrat non encore exécuté (contrat où le paiement final est à effectuer et les travaux sont à terminer) signé à domicile, en envoyant à la compagnie un avis par courrier recommandé dans les 48 heures — ou 2 jours ouvrables complets — suivant la signature du contrat.

La loi sur les pratiques commerciales (The Business Practices Act) vous permet d'annuler un contrat en envoyant à la compagnie une lettre recommandée si vous avez été victime de représentations fausses ou trompeuses.

Le ministère de la Consommation et du Commerce peut également vous aider. Si vous désirez porter plainte contre un entrepreneur, vous n'avez qu'à contacter le Bureau des services au consommateur du ministère situé le plus près de chez vous. Nos bureaux régionaux se trouvent à Toronto, Hamilton, London, Ottawa, Peterborough, Sault-Ste-Marie, Sudbury, Thunder Bay et Windsor.

Si vous désirez plus de renseignements au sujet de la loi sur la protection du consommateur ou de la loi sur les pratiques commerciales, écrivez à:

Ministère de la Consommation et du Commerce
555, rue Yonge
Toronto (Ontario) M7A 2H6



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Attention aux organisations de bienfaisance frauduleuses: soyez un donateur prudent

"Aimeriez-vous acheter un billet de cirque qui servirait à recueillir de l'argent pour les enfants défavorisés?" demande la voix à l'autre bout du fil. "Non? Alors achèteriez-vous un billet qui permettrait à un enfant défavorisé d'aller au cirque?"

Chaque année, des milliers d'Ontariens doivent répondre à des questions de ce genre. Et malheureusement, il arrive parfois que l'argent qui est donné sert à garnir le compte en banque de certains promoteurs sans scrupule plutôt que d'aider ceux qui sont dans le besoin.

La plupart des organisations qui recueillent des fonds sont honnêtes et apportent une aide précieuse aux personnes dans le besoin. Sans leur aide, beaucoup de gens souffriraient.

Mais un tout petit nombre d'entre elles n'ont rien de charitable. Elles sont des organisations à but lucratif qui se dissimulent derrière une façade de bénévolat.

On encourage toute personne à contribuer généreusement à des œuvres de bienfaisance. Mais il importe que l'argent serve à des fins de charité, et non à enrichir des collecteurs de fonds sans scrupule.

Les divers systèmes frauduleux

Le champ des programmes de sollicitation s'étend de la vente de porte en porte de tablettes de chocolat à la vente par téléphone de billets de soirées pour les personnes de l'âge d'or.

Les billets de cirque

Un promoteur sans scrupule se sert d'une organisation communautaire respectée pour vendre des billets de cirque. Le groupe prête son nom, mais ne récolte qu'une partie minime des recettes — parfois aussi peu que 10%. Le reste va au promoteur.

Souvent, des groupes communautaires bien intentionnés se prêtent naïvement aux visées lucratives des promoteurs, n'y voyant qu'une façon de recueillir des fonds pour leurs œuvres de bienfaisance.

Parce que le promoteur s'occupe des finances, les organisations ignorent l'état des profits et des dépenses de ce dernier et ne se rendent pas compte qu'il garde la part du lion des recettes.

Et n'ayant aucun contrôle sur la vente des billets, ces groupes ne se doutent pas que le promoteur emploie des tactiques de vente sous pression.

De nombreux promoteurs vendent un excédent de billets, sachant fort bien que la plupart des personnes n'ont pas l'intention d'aller au cirque, mais veulent simplement aider une œuvre de bienfaisance.

Parfois les promoteurs vendent des billets en disant qu'ils seront donnés à des enfants pauvres. Malheureusement, ces billets sont rarement tous donnés à ces enfants. Il est déjà arrivé que l'on ait vendu 21,000 billets pour une salle n'ayant que 3,800 sièges.

La vente par téléphone

La vente de billets par téléphone pour de tels événements est généralement confiée à des adolescents qui ne récoltent qu'un salaire horaire minime ou à des professionnels qui reçoivent une commission. La vente se fait à partir d'un texte bien préparé qui vous touche droit au cœur, car on utilise habilement des techniques de vente sous pression qui permettent d'éviter les questions épineuses.

Les vendeurs par téléphone travaillent souvent dans des pièces compactes dotées de nombreux téléphones, généralement connues comme "boiler rooms" (activités douteuses). En disant qu'ils représentent une organisation de bienfaisance sans but lucratif, ils peuvent parfois recueillir des sommes énormes. Il est déjà arrivé qu'un promoteur utilisant 17 vendeurs ait récolté une somme évaluée à \$655,000 en une seule année. On estime que seulement 10% de ce montant fut versé à des œuvres de charité.

Votre première donation pourrait susciter une vague de nouveaux appels téléphoniques, car il arrive fréquemment qu'à la suite de ce don initial, votre nom et le montant donné soient inscrits sur une liste qui est vendue à d'autres organisations du même genre qui chercheront également à exploiter votre générosité.

La vente de marchandises

Le porte à porte, le centre d'achat et la rue sont autant de terrains employés par les faux organismes de charité. La gamme de produits va de la tablette de chocolat à l'ampoule électrique.

Malheureusement, de nombreuses organisations respectables vendent également de tels produits, et l'on distingue parfois difficilement l'affaire honnête de l'affaire douteuse. Il importe néanmoins de s'enquérir de la probité de l'organisation avant d'acheter.

Comme dans le cas de billets de cirque, une partie de l'argent récolté peut servir à des fins de charité, mais parfois ce n'est que dans une proportion de 10%.

Nous avons tous rencontré des étudiants qui vendaient des tablettes de chocolat pour financer des projets scolaires. Parfois l'argent sert à d'autres fins. Et même si l'on s'en sert pour des projets légitimes, une partie importante de la somme est parfois gardée par le promoteur.

Parfois on peut tenter de vous vendre des produits ménagers, tels des sacs à ordures, sous prétexte que l'on recueille de l'argent pour les handicapés, mais on ne vous dira pas quelle proportion de cette somme est effectivement versée aux handicapés. De plus, les produits sont souvent trop dispendieux et de qualité inférieure.

La double technique

Certains promoteurs emploient parfois une double technique pour recueillir une somme encore plus importante. En procédant comme pour les billets de cirque, ils vendent des billets pour un concert au bénéfice des déficients mentaux.

En même temps, ces promoteurs demandent à des entreprises de publier une annonce dans le programme du concert, les revenus de cette publicité devant venir en aide aux déficients mentaux. Mais en fait, la plus grande partie de cet argent suit la même voie que le produit de la vente des billets—et aboutit dans les goussets du promoteur.

En cas de fausses représentations

Il y a deux façons de procéder avec de faux collecteurs de fonds. Le ministère de la Consommation et du Commerce peut leur ordonner de cesser leur exploitation ou entamer contre eux des poursuites judiciaires en vertu de la loi sur les pratiques commerciales (Business Practices Act) s'il a suffisamment raison de croire qu'une compagnie a fait des représentations fausses ou trompeuses.

Il peut également avoir lieu d'envisager des poursuites de fraudes contre les promoteurs sans scrupule.

Conseils pratiques concernant les donations

Un public bien averti constitue la meilleure ligne de défense contre les faux collecteurs de fonds. En suivant les simples conseils ci-dessous le consommateur peut éviter les pièges que tendent les faux organismes de charité.

- Ne donnez qu'à des organisations connues et respectées.
- Posez des questions. Demandez où l'argent aboutira et quel pourcentage est utilisé aux fins de charité. Informez-vous du montant total que le groupe cherche à recueillir.
- Demandez le nom, l'adresse et le numéro de téléphone du vendeur.
- Un numéro d'inscription provenant de l'impôt fédéral sur le revenu ne garantit pas nécessairement la probité de l'organisation.
- Les parents devraient s'enquérir de toute prétendue organisation de charité pour laquelle travaille leur enfant.
- Vous pouvez vérifier le nom et la réputation d'une organisation auprès du Bureau d'éthique commerciale (Better Business Bureau) ou de la Chambre de Commerce. Vérifiez bien le nom, car celui-ci sert parfois de façade à une organisation dont les pratiques sont illicites.
- Si vous avez des doutes, exigez de l'organisation en question qu'elle vous fournisse son état financier vérifié pour l'année précédente.
- Méfiez-vous de toute organisation qui admet qu'une grande partie de ses fonds sert à couvrir les coûts d'exploitation.
- Les groupes communautaires, les clubs sociaux d'entraide et les organismes scolaires doivent se méfier de l'utilisation qu'on fait de leur nom dans des campagnes de mobilisation de fonds. Ils ne doivent le permettre que si le promoteur consent à rendre compte de l'utilisation des fonds recueillis et à leur laisser le contrôle de la vente des billets.
- Le nom d'un groupe respecté ne garantit pas l'honnêteté des activités de la campagne de mobilisation de fonds. Il est arrivé souvent que de tels groupes ont été trompés par le promoteur. Ne vous laissez pas prendre dans un piège semblable.

Si vous avez affaire avec des "boiler rooms" (activités douteuses)

Parce que peu de groupes respectables font campagne au téléphone, il faut particulièrement se méfier de ce genre d'activité. S'il y a des indices d'une affaire douteuse, ne donnez pas d'argent.

- Demandez à la personne de faire sa demande par écrit, ce qui vous permettra de bien y penser et d'avoir une preuve à l'appui. La plupart des organisateurs d'activités douteuses voudront aller recueillir votre argent immédiatement.
- Informez-vous de la façon selon laquelle on a obtenu votre numéro de téléphone. Parce qu'il arrive souvent que les vendeurs d'une affaire douteuse composent des numéros au hasard, sans avoir préalablement le nom et l'adresse, vous pouvez conclure qu'il s'agit effectivement de ce genre d'activité si l'on vous demande votre nom et votre adresse.
- Informez-vous également de la méthode qui fut employée pour obtenir votre nom. On a peut-être obtenu votre nom en achetant une liste de noms constituée à la suite de donations antérieures.
- Obtenez le nom et l'adresse du vendeur par téléphone.
- N'ayez pas l'impression de faire perdre le temps de votre interlocuteur en lui posant des questions. Une organisation honnête se fera un plaisir de vous répondre.

Vous pouvez obtenir des conseils sur ces questions et sur d'autres auprès du bureau du ministère de la Consommation et du Commerce situé le plus proche de chez vous.

Bureaux régionaux

143 est, rue Main, bureau 206,
Hamilton L8N 1G4
Téléphone: 529-8177

New Court House
Case postale 5600, Succursale A,
80 ouest, rue Dundas,
London N6A 2P3
Téléphone: 679-7150

1673, avenue Carling, suite 102,
Ottawa K2A 1C4
Téléphone: 725-3679 ou 725-1489

139 nord, rue George
Peterborough K9J 3G6
Téléphone: 743-8728

555, rue Yonge,
Toronto M7A 2H6
Téléphone: 965-6471

444 est, rue Queen
Sault Ste-Marie P6A 1Z7
Téléphone: 949-0332

331 sud, rue Regent
Sudbury P3C 4E1
Téléphone: 675-8878

435 sud, rue James, C.P. 5000
Thunder Bay P7C 5G6
Téléphone: 475-1641

250, avenue Windsor, 6e étage,
Windsor N9A 6V9
Téléphone: 254-6513

Pour de plus amples renseignements quant à vos droits en vertu de la loi sur les pratiques commerciales (Business Practices Act), écrivez au:
Ministère de la Consommation et du Commerce
555, rue Yonge
Toronto (Ontario) M7A 2H6



Ontario

Ministry of
Consumer and
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Beware, the dream merchant who promises a new you!

Better minds, better bodies, a better life and a better you. Teaching people to improve themselves is big business these days.

But while such courses and techniques can have a positive influence in your life, they can also be used to ruthlessly exploit those made vulnerable by feelings of loneliness, insecurity or inferiority.

Whether it's the promise of a more exciting sex life, acquiring social graces, getting a promotion through additional job skills or improving your looks, they all offer the dream of becoming happier with your life.

Of course, this is by no means an undesirable goal. But the hitch is being able to separate the self-improvement schemes that are worthwhile from the ones that will only improve an unethical entrepreneur's bank balance.

Unfortunately, there are no easy rules to avoid the traps. In every consumer transaction you should exercise caution by dealing with a reputable business. Do some comparison-shopping before committing yourself. Beyond that, the decision is often a value judgement based on what is right for you. One person's miracle solution for a new and better life may be another's road to personal misery.

With that in mind, there are a few points to consider when making your decision.

Those legal documents

Self-improvement schemes involving long periods of time and large amounts of money will include a contract for you to sign. It is there to protect you as well as the business by setting out the exact money to be paid and the services to be provided. So before signing, make sure your interests are protected.

Under The Consumer Protection Act, the following details must be included in such contracts:

- name and address of you and the seller;
 - details of the transaction including an itemized price and a description of the goods or services to be provided;
 - a statement of warranties or guarantees provided.
- If there are none, this should be included also;
- original signature of both parties on the contract.

Before you sign, make sure there are no blank spaces on the contract and insist that credit terms, including interest charges, are spelled out. This is also a requirement under The Consumer Protection Act.

If the contract is for a long period of time consider whether you will still want these services in a year or two. What happens if personal circumstances (health, job, etc.) require you to discontinue the services? Can you get your money back?

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Verbal promises are of little value, get them written into the contract.

Many people, after an effective sales pitch, commit themselves in a burst of enthusiasm. Six months later their interest has cooled but they are still locked in for the full length of the contract.

Take time to read the entire contract, at home or with your own lawyer if necessary. Ask about anything which is unclear. Be wary of vague generalities or a reluctance to provide more details or allow you time to consider.

Remember that a legal contract is a binding document once it's been signed by both parties. The vendor is under no obligation to cancel it just because you change your mind.

The one exception under The Consumer Protection Act allows two full working days for you to cancel a contract signed in your home. It does not apply to contracts signed elsewhere.

On meeting a fast-talking salesman

To stay in business, a business needs sales and that means a good sales pitch. However, a sales pitch you consider to be high pressure and unethical may be judged as only sharp sales technique by another. A disreputable business may use the same sales techniques as a legitimate firm, the difference being merely one of degree.

For example, an introductory or trial offer is useful to help you make up your mind about the product. But the unethical operator will use it as bait. Once hooked you are subjected to an intensive sales pitch designed to push you into a more expensive deal.

If you find the salesmanship in a particular establishment makes you uncomfortable, or if you feel like you're being manipulated into a deal you're not 100 per cent sure about, get out fast.

Examine carefully any sales pitch which promises miraculous results that will completely change your life.

Since many unethical salesmen will apply pressure by preying on your ignorance of the product or service, do a little advance research. Information can often be found in the local library, community information centre or the nearest consumer services bureau of the ministry of consumer and commercial relations.

Disco dance king or a new slimmer you

The unethical dance studio or health club typifies the self-improvement rip-off. The ministry has documented cases where consumers were lured to the premises by ads promising rich social rewards. Once inside the door, the consumers were pressured and psychologically manipulated into signing a series of expensive long-term contracts.

There are many excellent dance and health facilities which offer lessons and programs at reasonable rates. Check out alternatives before you sign any contracts. Often the local school or YM-YWCA offers such courses, minus the pressurized sales talk and expensive frills.

If you do decide on this type of activity, make sure the number and cost of lessons are spelled out in the contract. Then keep track to ensure you get what you paid for.

Keep memberships and contracts down to a year in length. And don't sign more than one at a time.

Any unusual diets or strenuous activities should be checked with your doctor, especially if you have any history of health problems.

Improve yourself by mail

Any number of self-improvement schemes from correspondence courses to exercise equipment are available by mail. Remember that nothing you receive in the post will turn you into Mr. or Miss Universe in a few minutes a day or 10 easy lessons. The main point to remember in mail-order purchases is to pay cash on delivery whenever possible. More information on mail-order buying is available from the ministry.

Some last words of advice

- Check the reputation of the business and how long it has been established by contacting the local better business bureau, chamber of commerce or by talking to previous customers.
- Ask friends or neighbours if they have had any experience with the business.
- If possible, keep down payments to a minimum, especially when dealing with long-term programs.
- If you have difficulty coping with aggressive sales people, take a friend along for moral support. The friend can also act as a witness if necessary.
- Know exactly what you can afford. Don't get talked into borrowing large sums of money to finance a program.
- Give careful consideration to the potential benefits of a program. Are they worth the cost, financial or otherwise? Ask yourself: Do I really need the product or service?

The Business Practices Act

If you have been taken by a misleading claim or other unethical business tactic, The Business Practices Act may allow you to have the transaction rescinded by sending a registered letter to the company within six months.

Complaints may also be lodged with the nearest consumer services bureau.

To obtain more information on The Business Practices Act, The Consumer Protection Act or mail order offers write:

Ministry of Consumer and Commercial Relations
555 Yonge Street
Toronto, Ontario
M7A 2H6

Consumer Services Offices

250 Windsor Avenue, 6th floor
Windsor, Ontario
N9A 6V9
(519) 254-6413

Box 5600, Terminal 'A'
80 Dundas Street East
London, Ontario
N6A 2P3
(519) 679-7150

143 Main Street East, Room 206
Hamilton, Ontario
L8N 1G4
(416) 529-8177

555 Yonge Street
Toronto, Ontario
M7A 2H6
(416) 963-0321

139 George Street North
Peterborough, Ontario
K9J 3G6
(705) 743-8728

1673 Carling Avenue, Suite 102
Ottawa, Ontario
K2A 1C4
(613) 725-3679

295 Bond Street
Sudbury, Ontario
P3B 2J8
(705) 675-8878

444 Queen Street East
Sault Ste. Marie, Ontario
P6A 1Z7
(705) 949-0332

P.O. Box 5000
435 James Street South
Thunder Bay, Ontario
P7C 5G6
(807) 475-1641



Information

Deciding on siding: how to get your money's worth

Siding has become a popular way of giving homes a face-lift. As well as reducing maintenance and blocking drafts, installing siding may provide a good opportunity to have additional insulation blown into wood-frame or brick-veneer walls — a heat-saving benefit which will partially offset the cost of siding.

Installing siding is a big investment, so invest some time into assessing both the product and the company.

The product

Although aluminum is very popular, siding is also available in various types of vinyl, wood and other metals. When deciding what kind to use, examine your reasons for having it installed. If, for example, ease of maintenance is a major factor, don't choose a siding which requires regular washing, painting or staining.

Other criteria which may affect your choice are ease of application, beautification, cost and insulation value.

Contrary to many sales claims, most siding provides minimal insulation value. Siding with insulation backing may increase this, but not to the extent that insulating your walls would.

For further information on insulation write:

Consumer Information Centre
Ministry of Consumer and
Commercial Relations
555 Yonge St.
Toronto, Ont.
M7A 2H6

Most siding manufacturers publish pamphlets describing their products. Write to the companies or pick up copies at your local hardware or building supply store.

Information for do-it-yourselfers is also available from these sources and at public libraries.

The product warranty

Siding manufacturers generally guarantee their products against faulty manufacture. However, this doesn't cover defects caused by physical damage or mistakes in application. The length of the manufacturers' warranty depends on the material. Most metal sidings carry a 20-year guarantee.

Read the small print on the warranty very carefully. On some, the guarantee period is pro-rated, which means that the amount that the manufacturer will pay for product replacement decreases every year.

You should also find out what the guarantee on the finish covers. Some are not guaranteed against normal fading, chalking or pollution, which are the most frequent problem

causes. Some warranties require the owner to clean the siding regularly to maintain warranty protection.

Most warranties are transferrable to a new owner provided the company is notified in writing within 90 days.

The company

Unless you install your own siding, selecting the right company is the most difficult part of your job. You'll want a fair price, good workmanship and after-sales service. That's why it's important to shop around. Make sure you get at least three written estimates. These should include a detailed price breakdown for all work such as cost of siding and installation, after-sales service and the installation of new eavestroughing or other additional work.

Deal with local businesses which have earned good reputations in the community. Check the company's reputation with your local Better Business Bureau.

Ask the contractors for names and addresses of people for whom they have recently installed siding. Call them to find out if they are satisfied with the work. Better still, take a look at it yourself.

The contract

Your next step will be to examine the contract carefully. Make sure you understand *everything* in it.

The following terms must be included in every contract according to The Consumer Protection Act:

- the names and addresses of the seller and buyer.
- a detailed description of the goods and services. This should enable you to identify all of these clearly.
- a detailed statement of how you will pay for the work.
- an itemized price list of goods and services.
- any warranty or guarantee on the goods or services.

You should also insist on having starting and completion dates and the responsibility the contractor takes for workmanship included in the contract.

In addition, you should look for any blank spaces in the contract. Mark them N/A (not applicable) or Nil.

Payment

If you require financing, shop around for credit by contacting several banks, trust companies, credit unions or finance companies. Find out the total credit cost, including interest charges. Make sure you understand the terms of repayment.

For tips on consumer credit, write for the free booklet, *Using Credit Wisely*, available from:

Consumer Information Centre
Ministry of Consumer and
Commercial Relations
555 Yonge Street
Toronto, Ontario
M7A 2H6

Don't pay more than 10 per cent as a deposit before work begins.

Don't pay cash. Pay by cheque so you will have a record of the transaction.

Don't sign a completion certificate until the job is completed to your satisfaction.

You should hold back 15 per cent of the total for 37 days after completion plus any amount claimed in a written notice as owed to the subcontractor or employees by the contractor. Full payment should be made after this period only if no notices have been received. This requirement, under The Mechanics Lien Act, protects you against possible suits against you if the contractor fails to pay his workers or suppliers.

Buyer protection

Under The Business Practices Act no company is allowed to engage in unfair business practices by making false, misleading or deceptive claims.

If you feel the contractor made a clear misrepresentation, you may send a letter cancelling the agreement. If this doesn't bring satisfaction, you may take the contractor to court under the Act. For further advice on this, contact the consumer services office nearest you.

Under The Consumer Protection Act you may cancel a contract made with an itinerant (door-to-door) seller within two working days of receiving your copy of it. You may cancel by sending a registered letter to the company or by delivering it personally to the address on the contract.

For further information on consumer rights, get in touch with the consumer services office nearest you.

Siding glossary

Flashing	a water resistant material generally applied to edges and projections such as chimneys and roof peaks to keep out the rain.
Corner post	a vertical piece a few inches wide which wraps around a corner and which is thick enough for the horizontal siding members of two adjacent exterior walls to butt against, to avoid the difficult problem of having to mitre siding at corners.
J-channel	a metal piece shaped like a "J" placed and fastened against a masonry wall at intervals. Siding is then seated in this in such a way that the "J" is concealed and avoids the problem of nailing into the masonry.
Soffit	underside of a roof overhang.
Fascia	vertical face of roof edge.
Eavestroughing or rainware	a horizontal sheet metal trough fastened to the fascia into which water runs from a sloped roof.

Consumer Services Offices

250 Windsor Ave., 6th floor
Windsor, Ontario
N9A 6V9
(519) 254-6413

Box 5600, Terminal 'A'
London, Ontario
N6A 2P3
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143 Main Street East, Room 206
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L8N 1G4
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1673 Carling Avenue, Suite 102
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(705) 675-8878

444 Queen Street East
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(705) 949-0332

P.O. Box 5000
Thunder Bay, Ontario
P7C 5G6
(807) 475-1641



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Information

Consumer complaints: both sides of the coin

The customer *isn't* always right—but neither is the store owner, sales clerk, plumber, home renovator or manufacturer. Consumers sometimes do not read the store's "No returns" sign. Or products may not live up to sales claims.

As a result, thousands of complaints are lodged every year in Ontario. Some arise from misunderstandings and can be easily remedied. Others are serious and may wind up in court.

Most can be settled if the buyer and seller recognize each other's rights and responsibilities and use common sense.

For the consumer

Preventive medicine

By following these simple guidelines consumers will avoid many problems.

- Comparison shop. By looking at prices, guarantees, service agreements and other features in several stores, you can avoid the frustration of discovering you could have received a better deal elsewhere.
- Buy from reputable businesses. Check a company's reputation with the local Better Business Bureau. Ask friends and relatives where they shop for specific items.
- Ask about the store's policy on refunds and exchanges. You may not be entitled to them.
- Choose carefully. Have a firm idea of what you are looking for before shopping. Avoid impulse buying.
- Remember that all contracts are binding. If you change your mind about a purchase or find a better price elsewhere, you are still bound by the agreement.
- Keep records of your transactions. This includes sales slips, cancelled cheques, copies of advertisements, contracts, bills and any other materials that document your case.
- Make sure you understand all instructions and terms of the guarantee before buying. If the label on your new sweater says "Dry Clean Only", don't expect it to hold its shape after you wash it.
- Don't believe extravagant claims. If it sounds too good to be true, it probably is.
- Be particularly careful when buying by mail. If possible, don't pay until the goods are delivered.
- When dealing with door-to-door sellers, check their registration with the ministry's consumer services bureau nearest you.

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How to complain

- Before going to the store, make sure your complaint is legitimate. Did you have unreasonable expectations about the product? Do you understand the store's refund policy?
- Don't lose your temper. Explain your problem clearly and calmly to the sales clerk.
- If the sales clerk is unable to help you, see the manager. Be prepared to explain what you want done about your complaint.
- Still no satisfaction? Send a registered letter to the person in charge or hand-deliver it. The following information should be included: your name, address and telephone number; the name and type of product purchased, date of purchase and price paid; an outline of the problem and your attempts to solve it; copies of receipts, work orders and any other documentation; and what you want the company to do about your problem.
- If you have signed an agreement to make regular payments on your purchase, send a copy of your letter to the company or bank from which credit was obtained.
- If you believe the product doesn't live up to sales claims, advertisements or other representations regarding its size, quality or style, you may be able to cancel the agreement within six months of signing the contract.
- The Business Practices Act, administered by the ministry of consumer and commercial relations, protects you against false, misleading or deceptive representations. To cancel a contract, send a registered letter which states: "I exercise my right of rescission under section four of The Business Practices Act." Include your reasons for making the request.
- When dealing with door-to-door sales people additional protection applies. Under The Consumer Protection Act you may, within two working days, cancel a contract for \$50 or more signed in your home. To do this, send a registered letter to the address shown on the contract. You do not have to give a reason for requesting cancellation. If you have paid a deposit, it must be refunded.
- Visit the nearest consumer services bureau for help in preparing letters of complaint or cancellation and to learn about consumer rights and responsibilities. If you are unable to resolve the problem, the staff will mediate on your behalf.
- Negotiate. Although some stores may not give refunds, you may persuade the merchant to exchange your purchase or make alternate arrangements.
- Contact local consumer organizations, the Better Business Bureau or the local Chamber of Commerce and ask for their assistance.
- Get in touch with any industrial or trade associations to which the company or store belongs and ask for assistance.
- File a claim in small claims court if the amount is \$1,000 or less. Further information about small claims court is available from the Ontario attorney-general's office, listed under Government of Ontario in your telephone directory.

For the merchant

Preventive medicine

One of the best ways to avoid misunderstandings and complaints is to make sure customers understand the store's policy on refunds and exchanges.

- Post notices about your store's refund and exchange policy so that customers can easily read them.
- Be specific. "Absolutely no refunds or exchanges" is more straightforward than "Sales are final."
- If you offer exchanges but not refunds, make sure the buyer clearly understands the difference.
- State clearly to which items your policy does not apply. For example, if you do not exchange bathing suits, make sure the customer knows this.
- Make sure customers understand the conditions. If a sales receipt is required for a refund, state this clearly.

Honesty, of course, is a store's best policy.

- Don't say things you don't mean. Don't claim something will last a lifetime if it will really last only five years with normal use. The customer who may be perfectly satisfied with a product which will last for five years is bound to be unhappy if you raise unrealistic expectations.
- Familiarize your staff with consumer protection legislation. Make sure they know that exaggerated sales claims are prohibited by The Business Practices Act and that contracts may be cancelled for this reason. If they are selling door-to-door, they should understand The Consumer Protection Act, including the provision regarding the two-day cooling-off period.

These additional common sense suggestions may also avert trouble.

- Staff should know how long deliveries, repairs and other services will take so don't let them make promises you can't keep.
- If you are unable to deliver on the date promised, call the buyer and explain the circumstances. By affording the consumer this courtesy you may be able to save the sale.
- Make sure all staff understand the company's policies, particularly those involving refunds and exchanges.

How to handle complaints

- Make sure your staff are polite to the complainant and refer all unresolved disputes to you.
- Respond quickly. A customer who feels ignored may become more irate.
- Develop a policy for dealing with complaints and inform your staff. Many businesses require staff to file complaint forms which include the type of complaint and the action taken.
- If a consumer services officer, lawyer, newspaper columnist or other mediator is brought in, co-operate. If you don't, they may assume the customer's complaint is completely justified.
- Be prepared to negotiate. Bending a rule, particularly when some issues remain in doubt, may earn you a steady customer.
- Admit your errors frankly. Don't argue or contradict. Be calm and considerate. Explain fully. It takes skill and experience to cope with complaints.
- Any cause for customer dissatisfaction is never regarded as trivial by the customer, however trifling it may seem to you. Initial dissatisfaction, if not corrected, can lead to confrontation and loss of customers.
- If you are certain the customer is mistaken, politely but firmly explain your reasons. If the complaint involves your refund and exchange policy, point out your prominently-displayed refund and exchange policy notice.

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Information

Avoiding phony charities: how to be a cautious donor

"Would you like to buy a ticket for a circus which is being held to raise money for underprivileged children?" asks a voice on the other end of the telephone. "No? Well, would you buy a ticket to send a needy child to the circus?"

Thousands of Ontario residents are subjected to pitches like this every year. But sometimes the money they donate lines the pockets of unethical promoters instead of helping those in need.

Most fund-raising organizations are legitimate and do a great deal to help those in need. Many people would suffer without their assistance.

But a small minority of these fund-raisers do not really represent charitable organizations. They run profit-making organizations which masquerade as non-profit charity groups.

Everyone should be encouraged to give generously to charity. But make sure charity dollars are actually going to help those in need—not to unethical fund-raisers.

Types of phony schemes

Fund-raising schemes range from peddling chocolate bars door to door to selling tickets over the telephone for senior citizens' parties.

Circus tickets

Circuses have long been a popular play. Unscrupulous fund-raisers have used well-respected community groups as a front to sell tickets for circuses. The group allows its name to be used in return for a small portion—often as little as 10 per cent—of the proceeds. The rest of the money goes to the promoter.

Some well-meaning community groups aren't aware of the easy targets they provide for profiteering promoters. To them, it seems an easy fund-raising route.

Because the promoter handles the finances, the organizations are not aware of the promoter's expenses and profits so they may not realize that the promoter is receiving the lion's share of the take.

And because these groups have no control over ticket sales they may not know that promoters often use high-pressure sales tactics.

Many promoters oversell tickets because they realize that most people who buy them won't attend but purchase the tickets only to support a charitable cause.

These promoters also sell tickets by telling people the tickets will be given to needy children. However, seldom do all tickets go to the intended recipients. At one circus, for example, 21,000 tickets were sold for the 3,800 seats available.

Telephone solicitors

Ticket sales for these events are handled by telephone solicitors, often teenagers working for a low hourly rate or fast-talking professionals on commission. They deliver well-rehearsed, often heart-wrenching pitches which combine high-pressure sales tactics with the ability to dodge uncomfortable questions.

By saying they represent non-profit charitable groups, the telephone solicitors working from what have become known as "boiler rooms" are able to raise huge amounts. One promoter, using 17 telephone solicitors, raised an estimated \$655,000 one year, of which an estimated 10 per cent went to charity.

If you do buy a ticket or make a donation, the calls from telephone solicitors may continue. Your name and the amount given may be written on a "tap card." These could be sold to other organizations which also ask for donations.

Merchandise for sale

Other phony charity groups canvass door to door, in shopping centres or on the street selling everything from chocolate bars to light bulbs.

Many legitimate charity organizations sell similar products. Because of this, it is often difficult to distinguish between canvassers representing non-profit charities from those selling for profit-making ventures. So check to make sure the group is legitimate before you buy anything.

As with the circus scheme, some of the money may go to charity. But this money may represent only 10 per cent of the funds collected.

Young students selling chocolate bars are a familiar sight to most people. Frequently the money they raise goes to support school projects. Many times it doesn't. Even when money is being raised for legitimate activities, most of the proceeds may go to the promoter, not the school.

Other organizations may try to sell you household goods such as garbage bags by telling you the proceeds will go to helping the handicapped. Only a small portion of the money you pay for them may go to the handicapped. And these products are frequently poorly-made and overpriced.

Cross-pitches

Some promoters use "cross-pitches" to raise even more money. By using the same techniques as circus promoters, they receive money made from ticket sales for a concert, for instance, put on to help retarded children.

At the same time these cross-pitching promoters ask businesses to advertise in the concert program. The advertising revenue will go to help retarded children, they say. But much of this revenue ends up the same place as the ticket sales money—with the promoter.

When claims are false

There are two ways of dealing with unethical fund-raisers. The ministry of consumer and commercial relations may issue a cease-and-desist order or prosecute under The Business Practices Act if it has reasonable grounds to believe a company is making false or misleading representations.

Fraud charges may also be considered against unscrupulous promoters.

Guidelines for donations

But a cautious public is the best defence against unethical fund-raisers. By following these simple guidelines, the consumer may be able to avoid being taken for a phony charity ride.

- Know who you are dealing with. Give only to established charities with which you are familiar.
- Ask questions. Find out where the money is going and what percentage is actually used for charity work. How much money is the group trying to raise?
- Ask the canvasser for his or her name, address and telephone number.
- Be aware that a federal income tax registration number is no guarantee that any operation is legitimate.
- Parents should make sure that any so-called charity their children are working for is legitimate.
- Check an organization's reputation and name with the Better Business Bureau which maintains files on most of these groups and with the Chamber of Commerce. Check the name carefully because many illegitimate groups use legitimate-sounding names.
- If you're not sure about the organization, insist on receiving an audited financial statement for the previous year.
- Be suspicious of any organization that admits that a large portion of money goes for operating costs.
- Community groups, service clubs and school organizations should be particularly wary about lending their names to fund-raising drives. Don't let a promoter use your group's name without demanding full accountability of funds collected and control over ticket sales.
- Remember that the use of a well-respected group's name is no assurance that the promoter running the fund-raising drive is legitimate. These groups have often been misled by promoters. Don't repeat their mistakes.

When dealing with "boiler rooms"

Because few legitimate charities solicit donations by telephone, extra caution is advised in these dealings. If it appears to be a "boiler room" operation, don't give any money.

- Ask the telephone solicitor to put the request in writing, so you can have time to think it over and have a record of it. Many boiler room operators will want to pick up your money immediately.
- Find out how the organization obtained your phone number. In many boiler room operations the telephone solicitors randomly dial numbers on certain exchanges without being aware of your name or address. If the telephone solicitor requests this information, you can assume this is probably how he or she is operating.
- Ask how your name was obtained. The promoter may have received your name by buying your tap card from another promoter.
- Get the telephone solicitor's name and address.
- Don't feel that you are wasting the telephone solicitor's time by asking many questions. Any legitimate organization will gladly spend the time with you.

Advice on this and other assistance may be obtained from the ministry of consumer and commercial relations. Contact the ministry's consumer services bureau nearest you.

Regional offices:

143 Main Street East, Room 206,
Hamilton L8N 1G4
Phone: 529-8177

New Court House,
Box 5600, Terminal A,
80 Dundas Street West,
London N6A 2P3
Phone: 679-7150

Suite 102, 1673 Carling Avenue,
Ottawa K2A 1C4
Phone: 725-3679 or 725-1489

139 George Street North,
Peterborough K9J 3G6
Phone: 743-8728

555 Yonge St.,
Toronto M7A 2H6
Phone: 965-6471

444 Queen Street East,
Sault Ste-Marie P6A 1Z7
Phone: 949-0332

331 Regent Street South,
Sudbury P3C 4E1
Phone: 675-8878 or 675-1517

Box 5000, 435 James Street South,
Thunder Bay P7C 5G6
Phone: 475-1641

250 Windsor Avenue, 6th Floor,
Windsor N9A 6V9
Phone: 254-6413

To obtain more information on your rights under
The Business Practices Act write:

Ministry of Consumer and Commercial Relations
555 Yonge Street,
Toronto, Ontario M7A 2H6



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Information

The new Condominium Act

There are a number of changes which were made to the Condominium Act as a result of the passage of Bill 103 — An Act to Revise the Condominium Act. They take effect July 1, 1979.

Many of the changes were based on recommendations made by the Ontario Residential Condominium Study Group after extensive public participation and discussion.

In addition to the new protection provided in the Condominium Act, significant changes have been made to the relevant sections of the Municipal Act.

The condominium alternative today may represent the best opportunity many families have of obtaining a home of their own at a price they can afford. For those who decide to take the condominium alternative the new Condominium Act provides greater protection for both the owner and the potential buyer. It also clearly defines the obligations of both the individual owner and the condominium corporation.

Important changes

Important changes have been made to Ontario's condominium legislation which are of immediate interest to all condominium owners and potential owners.

- Ontario's new Condominium Act provides for a ten day cooling-off period to all purchasers of new units.
- When an agreement of purchase has been entered into, the purchaser of a unit in an unregistered condominium corporation is not obliged to pay a monthly rental fee that is greater than the total of the following:
 - mortgage interest charges on the unit
 - the unit's share of municipal taxes
 - the unit's projected monthly common expense contribution.
- A quorum for the transaction of business at a meeting of owners has been reduced to 33 1/3 per cent of the owners in person or represented by proxy.
- All voting by owners is on the basis of one vote per unit.
- By-laws passed by the board of directors of a condominium corporation are not effective until they are confirmed by 51 per cent of the units.
- An owner is not entitled to vote at a meeting if his or her contribution to the common expenses is in arrears for more than thirty days prior to the meeting.
- A meeting requisitioned by at least 15 per cent of the unit owners must be held within thirty days.
- A reserve fund for major repair and replacement of common elements and assets of the corporation has been made mandatory. This reserve fund has been set at a minimum of five per cent of the common expense fees, rising to a minimum of 10 per cent three years after the revised Condominium Act comes into force.
- The appointment of auditors has been made mandatory for all residential condominium corporations comprising twenty-five units or more. Provisions have been made for the appointment and the removal of auditors.

- A condominium corporation is now empowered to sue on its own behalf or on behalf of individual owners.
- Similarly, the corporation may also be sued as a representative of the owners of the units on any matter relating to the common elements or the assets of the corporation.
- Various agreements or contracts entered into while the majority of the directors were elected when the development firm owned the majority of units are now deemed to expire in twelve months unless ratified by the directors at a time when the majority of the directors were elected after the development firm ceased to be owner of the majority of units. This new provision eliminates the problem of long-term "sweetheart" contracts.
- When the purchasers of new condominium units take possession under an interim occupancy agreement they, in effect, have tenant status until the condominium is registered.

Renting your unit

- A tenant of a condominium unit is subject to the same duties and obligations as is an owner.
- When an owner leases a unit, he or she must notify the corporation that the unit is leased, and must provide the corporation with the lessee's name.
- A condominium owner may of course rent the unit if desired. However, if the unit is rented, owners are still responsible for the payment of the common expense fees. If an owner defaults in payment of the common expenses, the board of directors has the power to require the tenant to pay the common expense fee to the condominium corporation. In turn, the tenant is legally entitled to deduct this sum from rental payments.

Maintenance agreements with local municipalities

The Municipal Act has been amended to allow councils of local municipalities to pass by-laws for the purpose of entering into agreements with condominium corporations for:

- maintaining and repairing roads on the condominium property
- clearing and removing snow and ice from roads on the condominium property
- maintaining and repairing sewer pipes, water pipes, and fire hydrants installed on the condominium property.

Parking

Improperly parked cars are a common complaint of condominium owners. The Municipal Act allows councils of local municipalities to pass by-laws prohibiting the parking or leaving of motor vehicles on private property without the consent of the owner of the property. For legal purposes, the definition of "owner" has been amended to include the registered owner of a condominium unit and any parking

spaces allotted to him. For other condominium property, the Municipal Act now deems the board of directors of the condominium corporation to be the owner. These changes eliminate the legal barriers preventing the police from ticketing and removing cars illegally parked on private condominium property.

Condominium Ontario

Ontario's revised condominium legislation has established "Condominium Ontario" as an independent organization composed of a number of representatives of condominium owners and others experienced in the condominium field to provide legal, technical and information services and assistance in the resolution of disputes.

Under previous legislation, the only means of settling disputes was through the courts. In many cases, individual owners could not afford the costs or the delays of having the courts decide a particular matter.

Under the new legislation, a dispute arising between condominium owners, or between a unit owner and the condominium corporation could be settled by a Condominium Ontario review officer without having to resort to the courts.

Review officers will be appointed in various localities throughout the province. Every effort will be made to ensure that hearings are held at a convenient time for condominium owners, including evenings or weekends. The review officer will have the power to make an order in the resolution of a particular dispute, and this order can be enforced as a court order if it is not complied with. However, an order from a review officer may be appealed within 21 days to Commercial Registration Appeal Tribunal of the Ministry of Consumer and Commercial Relations.

Other responsibilities of Condominium Ontario include:

- advice and assistance to the public on condominium matters.
- dissemination of information and advice to condominium corporations and unit owners on condominium matters including the financial, operating and management practices of condominium corporations.
- assistance in the formulation and conduct of educational courses on property management for condominium owners.

This brief summary of the new Condominium Act has been prepared to assist you to know and understand your rights as a condominium owner or as a potential owner.

Should you require more detailed information, copies of the Condominium Act (Bill 103) can be obtained from:

The Ontario Government Publication Centre
880 Bay Street, 5th Floor
Toronto, Ontario M7A 1N8
(416) 965-6015

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Pyramid sales

Information

Beware of pyramid sales schemes: they'll leave you penniless

Pyramid sales schemes, which involve selling distributorships to those who sell further distributorships, are now illegal in Ontario.

These schemes, which benefit only initial investors, were previously allowed under specific conditions under The Pyramidal Sales Act.

Although this legislation has been repealed, some may still be in operation. As a result investors are no longer protected by its provisions and may find it virtually impossible to recover their money. So it's extremely important that potential investors know how to identify these "games" and avoid them.

The players

Recruiter: Fast-talking and smooth. Knows his or her business inside out. Appears trustworthy, confident and carries an air of accomplishment and success. Looks for and preys on other people's weaknesses.

The recruiter can be found anywhere—in the office, the factory, at the club or on the street. He or she might be a guest at a dinner party, a neighbor, a friend or a relative. The recruiter's sole purpose is to sell an idea, not a tangible product. That idea is the ability to make "easy" money. The recruiter is on a constant lookout for investors.

Investor: Anyone who can get his or her hands on a few thousand dollars. Anyone who can be talked into believing big money can be made with very little effort.

The game

Pyramid: Investors are sold distributorships which in turn allows them to recruit others to buy distributorships. Although the distributors are also entitled to sell the company's product, this is usually incidental.

The product can be anything. The goods, you're assured, are "top" quality and will be readily available at "bargain" prices.

Opening moves

Bill and Mary represent SCAM International, distributors of cosmetics products. They are recruiters. Both are extremely well-groomed, amiable and sincere. Bill works the bars, mainly the workingman's bars because it's easy to join a table and strike up a friendly conversation. Mary can't do that—it would create the wrong impression. So she works shopping centres and large department store complexes. She meets people by taking a "survey". Both, of course, will never turn down an invitation to a cocktail or dinner party.

Bill and Mary select people for Friday night "opportunity meetings" conducted by SCAM employees with scripts carefully prepared by the company. These "investors" and employees are instructed to drive to these meetings in expensive cars, to dress expensively and to flaunt their success.

The SCAM plan is presented with almost evangelical fervour, its merits outlined to the fullest potential. There is no chance for failure. Skeptics are made to feel stupid.

The enthusiastic recruits are told they've been specially selected to attend a Saturday morning meeting. This session turns into an all-day high-pressure sales pitch. Recruits are continually barraged with success stories and told not to believe silly people who might warn them against the scheme. They are given no time to think over their decision, despite the fact it might involve sinking in their life savings.

When the excitement peaks, prospects are enticed to sign a contract to distribute SCAM products. The investment is a mere \$1,000. However, throughout the promotion the emphasis was on the money to be made by becoming a supervisor or distributor and then recruiting other "investors". Actually selling the product was almost ignored. The big dollars and the initial "investment" could be recouped only by a never-ending increase in the number of "investors" at all levels.

Playing the game

Playing the pyramid game is essentially a business variation of the familiar chain letter. Here's how it works:

Bob and Joan, after an invitation from Bill and Mary, came out of a SCAM "opportunity meeting" as full fledged supervisors. They had each invested \$1,000. Bob, with a growing family to support, had used up his savings. Joan, a single parent, borrowed the money from the bank. Of course, as instructed she didn't tell her bank manager the real reason she wanted the money. She said she needed new furniture.

Both had the "exclusive" right to sell distributorships to others for \$1,000 as well as to sell SCAM products to the public. Bob and Joan weren't interested in selling the product. There was no money in that. They went looking for "investors".

Each \$1,000 they received from sales of distributorships was to be divided with the SCAM promoters—in this case 50-50. In theory they could each realize \$500 on the distributorships they sold and recover their investment by selling only two. The rest was gravy.

However, the chart below shows that the number of investors needed to keep the scheme working quickly exceeds the eight million people living in Ontario. The chart assumes the promoter initially sells to six people, who each bring in an additional six per month.

Months	Participants
1	6
2	36
3	216
4	1,296
5	7,776
6	46,656
7	279,936
8	1,679,616
9	10,077,696

The chart also shows why such a scheme is called a pyramid—the promoters are at the top of a pyramid-shaped flow of money. Dollars coming from later investors always flow upwards to the top.

And, while being at the top may result in your receiving a lot of money quickly, it is impossible to determine, at the beginning, where in the pyramid you stand.

In Bob and Joan’s case, however, it didn’t really matter. After six months neither was able to sell a distributorship. They lacked the polish. They lacked the salesmanship. Most of all they lacked the confidence.

They even tried selling the product and soon found the promised quality was no better than name brands. And the “bargain” wholesale price they paid for the goods was a great deal higher than for a similar product sold at most stores.

They both tried to get their money back. They didn’t have a chance. The promoters “sympathized” but kept referring to the contract. No buy-back agreement. No refunds or even partial refunds. “Sue us,” they said finally. SCAM International was based in the U.S. They didn’t have a chance.

Watch out!

That’s the real message. If you’re offered something that sounds too good to be true, it usually is. Whenever a great business opportunity is slipped into a conversation, think hard before you act. Believe nothing you hear and about half of what you see. Learn to read the signs of a possible pyramid scheme.

The signs

A financial investment is always required for participation in a pyramid scheme, payable in advance. The amount is usually in the \$1,000-\$5,000 range, a sum that’s accessible to many people.

To join the scheme you’ll have to sign a contract.

The investment is “protected” by a stock of company merchandise or equipment.

The investor is promised that the parent company will work closely with him or her to assure success. Promised assistance includes management and marketing aid and training.

The investor, after an initial screening, is often told he or she has been “selected” because of some outstanding qualities and that the offer is open for a limited time only.

The emphasis is placed on recruiting others to invest. Selling the product is secondary.

If you’re invited to invest money in a business opportunity, do your homework and demand satisfactory answers to these questions:

- How long has the company been in business? Look for proof of success.
- Ask how the company makes its money. Pyramid schemes profit by selling more distributorships, not by selling the product.
- Ask how investors make their money. By selling distributorships or products? Again, if you’re offered impressive bonuses for finding new investors, the business opportunity is probably a pyramid scheme.
- What are you paying for the product? You might find your investment has bought you a supply of goods that could have been purchased much cheaper elsewhere.
- Does the contract stipulate a minimum amount of stock that must be purchased at regular intervals?
- Is there a buy-back agreement for goods? Can you sell out if the business doesn’t work out?

- Can you rely on a steady supply of goods to sell? Does the company manufacture the product sold or just distribute it? If it is just a distributor, there is the danger of being cut-off or undersold.

If you are victimized

Once your money is invested in a pyramid scheme, it is virtually impossible to get it back.

All you can do is help prevent others from making the same mistake by reporting the operation to the nearest consumer services office, listed below, or consumer and corporate affairs Canada, which administers the Combines Investigation Act outlawing these schemes, at:

Place du Portage
1 Victoria Street
Hull, Quebec
K1A 0C9
or
706 Global House
480 University Ave.
Toronto, Ontario
M5G 1V2
or
781 Richmond Street
London, Ontario
N6A 3H4

Consumer services offices, Ontario ministry of consumer and commercial relations

250 Windsor Avenue, 6th Floor
Windsor, Ontario
N9A 6V9
(519) 254-6413

Box 5600, Terminal A
80 Dundas Street East
London, Ontario
N6A 2P3
(519) 679-7150

143 Main Street East, Room 206
Hamilton, Ontario
L8N 1G4
(416) 529-8177

555 Yonge Street
Toronto, Ontario
M7A 2H6
(416) 963-0321

139 George Street North
Peterborough, Ontario
K9J 3G6
(705) 743-8728

1673 Carling Avenue, Suite 102
Ottawa, Ontario
K2A 1C4
(613) 725-3679

295 Bond Street
Sudbury, Ontario
P3B 2J8
(705) 675-8878

444 Queen Street East
Sault Ste. Marie, Ontario
P6A 1Z7
(705) 949-0332

P.O. Box 5000
435 James Street South
Thunder Bay, Ontario
P7C 5G6
(807) 475-1641



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Information

Portable gasoline containers

Since Jan. 1, 1976, only approved portable containers are to be filled at service stations, marinas and other gasoline outlets. Because some confusion exists about what constitutes an approved container, the Ministry of Consumer and Commercial Relations has prepared this information sheet for consumers and for operators and employees who handle petroleum products in portable containers.

There are four types of containers which may be filled at Ontario gasoline outlets:

- Portable containers of metal or plastic, one gallon to five gallons in size. These containers must bear the label of ULC (Underwriters' Laboratories of Canada) or CSA (Canadian Standards Association). They must also be in reasonable condition and have all necessary caps in place.
- Portable fuel tanks for marine use. These may be metal or plastic and may contain up to seven gallons. Those sold after Aug. 1, 1975 will bear a ULC or CSA label. Those sold before that date have no such label.
- Transportation containers. These are metal drums, 10 to 45 gallons in size bearing an embossed mark in the metal on the bottom of the can. The mark may be ICC-5L, DOT-5L, BTC-5L or CTC-5L.
- Metal jerry cans. These are World War II style cans which are marked in the same code as the metal drums. They must be in reasonable condition and have the required gasket and closure in place.

Background

The Gasoline Handling Act was first drafted in 1966 before the proliferation of container types; the container in general use was a red-painted metal can with yellow markings. The can was originally intended for syrup and was not designed to prevent the escape of gasoline in liquid or vapor form.

Because of accident reports from across Canada involving these and similar containers, standards were created to provide safer containers for petroleum products. To meet these standards, all containers are subjected to rigorous testing by Underwriters' Laboratories of Canada or by Canadian Standards Association.

Containers not bearing the ULC or CSA label should not be used to store or transport gasoline.

Plastic containers

CSA Standard B144 for portable plastic containers came into existence in 1969. It outlines the standards for plastic containers designed to carry petroleum products.

Metal containers

CSA Standards B252 was drafted in 1971 to set acceptable standards for metal containers for petroleum products. To allow sufficient time at the manufacturing level, unapproved metal portable containers were not prohibited for sale until Jan. 1, 1973.

Ontario Regulation 941/74, which became effective Jan. 1, 1976, made it mandatory that only approved metal portable containers be filled at gasoline outlets.

Portable fuel tanks

Portable fuel tanks for marine use, whether plastic or metal, must be labelled CSA or ULC for sale in the province. At present, it is not required that they be labelled for filling.

Metal drums

New approved drums have a CTC or DOT mark embossed in the metal on the bottom of the drum. Older drums may be embossed with BTC (Board of Transport Commissioners) or ICC (Interstate Commerce Commission) both of which are approved markings.

Jerry cans

Although not in general use, some jerry cans are in existence and there has been confusion about the legality of filling them. If they are in good condition and complete with gasket and proper closure they may be filled provided they are embossed DOT-5L, CTC-5L, BTC-5L, or ICC-5L.

Approval for pre-1973 containers

All metal portable containers on the market before Jan. 1, 1973 were tested. None passed the new requirements. Therefore, no pre-1973 metal containers are certified.

Safety cans

"Safety cans" which are in limited use for industrial purposes have a spring-loaded closure designed to open at a pre-determined internal pressure. They are not approved for uses described here.

For additional copies, write:

Ontario Consumer
Queen's Park
Toronto, Ontario.

These portable gasoline containers are allowed:

1. Containers of metal or plastic, one to five gallons, bearing the ULC or CSA label and with all the necessary caps in place.
2. Portable fuel tanks of metal or plastic up to seven gallons in size for marine use.
3. Metal jerry cans, or metal drums 10 to 45 gallons in size, bearing the embossed mark ICC-5L, BTC-5L, DOT-5L or CTC-5L. Must have required gasket and closure in place.





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The mail order business: Protecting your dollars

Mail order can be convenient for purchasing anything from seeds and books to department store merchandise... but unless you exercise caution it may also be a great way to bid your money adieu.

As with most types of business, it's the small minority which gives the rest an unsavory reputation, so deal with reputable, established firms, especially those recommended by friends and neighbours.

Check a company's reputation through the local chamber of commerce, the Better Business Bureau or the Canadian Direct Mail/Marketing Association.

Here are a few suggestions to help you avoid problems when ordering goods by mail.

Extravagant claims

Nothing you order through the mail is going to transform a 90 pound weakling into the boss of the beach in six short lessons or give you the bust you've always dreamed of in 10 days.

Remember that if the deal sounds a little too good to be true, it probably is. Take a close look at what the ads are really offering. What you actually receive may not live up to your expectations.

Comparison shop. Could you get a better deal from another mail order business? Often merchandise offered by a mail order house may be available at similar or lower prices in a local store.

Pay attention to fine print in the advertisement. Does acceptance of the "special introductory offer" commit you to buy a specified number of books, records or make-up kits over a period of time?

Most mail order businesses send merchandise only when you order it but some companies use what is called a "negative option" sales operation. In this case you continue to receive merchandise once you have signed up unless you inform the seller that you no longer wish it.

The complete company name and address should appear in the advertisement in case you have to contact the company later about the problem with your order. Many ads provide only a post office box number.

Be aware of the special problems you may encounter when dealing with a company located in another country. Aside from mailing delays, you may have difficulty getting your money back because of differing consumer legislation in other countries or provinces. Import duties, currency exchange rates and breakage in transit are other problem areas in dealing with foreign companies and you will probably have to pay higher shipping or postage rates.

Some mail order houses will send you merchandise and bill you, claiming that you must pay because you accepted the goods. But under Ontario's Consumer Protection Act you are not responsible for unsolicited goods—and that includes credit cards. If you receive unordered goods in the mail you are free to keep them, throw them away or return them to the sender C.O.D. You are under no obligation to pay.

If you don't want an unsolicited credit card, simply cut it up so no one else can use it and then throw it out. You assume responsibility only if you accept a card in writing or use it to make a purchase.

Favourite gimmicks

Several types of mail order offers are best avoided. For example, some ads offer exciting employment opportunities in a foreign country or in the Canadian north. To receive a list of these opportunities you just send money. Often the information you receive turns out to be merely company addresses, out-of-date want ads and tourist information.

Most people have seen ads offering miraculous methods for weight loss, muscle development or bust building. Results often do not live up to the spectacular claims and your money is probably better spent in proper nutrition and exercise programs.

Be wary of mail order correspondence courses which offer certificates in a variety of disciplines from theology to learning how to be a detective. You could receive a certificate after investing considerable cash, but it may not be worth much on the employment market. Investigate the courses offered by accredited night schools and community colleges instead.

Get-rich-quick schemes are also popular mail order items. For a sum of money you receive material which is supposed to show you how to make a fortune. The only person who gets rich with this deal is the one who receives your money.

Sending off your money

It's a wise policy to pay C.O.D. (cash on delivery) when dealing with mail order companies. That way if the merchandise is not delivered or if it is unsatisfactory you are in a better position to have your complaint handled.

Most reputable firms will deal C.O.D. although in some cases it may cost a little more. The added fee is worth the extra protection you enjoy.

The ministry of consumer and commercial relations' consumer services bureau has received complaints involving a company which underestimated product demand and was soon sold out. Even though a new shipment of merchandise had not yet arrived, the firm continued to accept—and cash—all cheques and money orders. The money went into a short term savings plan and the com-

pany collected interest while consumers waited months for the merchandise.

When you do send money, use cheques or money orders which give you a record of payment in case of problems.

Canadian Direct Mail/Marketing Association

The Canadian Direct Mail/Marketing Association is composed of mail order companies which joined together to promote responsible business practices in the industry. Members are expected to adhere to a code of ethics and to use the association logo in advertising.

If requested to do so, the association offers an additional service by attempting to remove or add consumers' names to the mailing lists of participating companies.

To contact the association for this service or additional information write to:

The Canadian Direct Mail/Marketing Association,
130 Merton Street,
Toronto, Ontario M4S 1A4
Telephone: (416) 484-8554

The mail order checklist

Before you deal with a mail order business ask yourself the following questions:

1. What does the advertising really promise?
2. Do I really need this article?
3. Could I purchase this article for a lower price locally?
4. Do I have the option of paying cash on delivery?
5. Does the advertising provide sufficient information for you to make a wise decision?
6. Does the company offer a "money-back" guarantee if the merchandise is unsatisfactory?
7. What do I know about this company's reputation?

To complain

Despite all your precautions you may find it necessary to lodge a complaint against a mail order business. To do this make sure you have the following: a copy of the original ad; a copy of your order and the date you mailed it and a copy of the cheque or money order.

Don't leave the matter for months before you decide to take action. If you have not received your order within a reasonable time or there is a problem with the merchandise, start by contacting the company. Delays in orders may be because of computer errors which can be corrected.

If the company does not handle a justified complaint to your satisfaction, contact the Canadian Direct Mail/Marketing Association. The association is anxious to maintain good customer relations and may be able to solve your complaint, especially if it involves one of their members.

If you have been the victim of false, misleading or deceptive consumer representations you have the right, under The Ontario Business Practices Act, to rescind the transaction by sending a registered letter to the company within six months of the transaction.

Advice on this and other assistance may be obtained from the ministry of consumer and commercial relations. Contact the ministry's consumer services bureau nearest you.

Regional offices:

143 Main Street East, Room 206,
Hamilton L8N 1G4
Phone: 529-8177

New Court House,
Box 56000, Terminal A,
80 Dundas Street West,
London N6A 2P3
Phone: 679-7150

Suite 102, 1673 Carling Avenue,
Ottawa K2A 1C4
Phone: 725-3679 or 725-1489

139 George Street North,
Peterborough K9J 3G6
Phone: 743-8728

555 Yonge St.,
Toronto M7A 2H6
Phone: 965-6471

444 Queen Street East,
Sault Ste-Marie P6A 1Z7
Phone: 949-0332

331 Regent Street South,
Sudbury P3C 4E1
Phone: 675-8878 or 675-1517

Box 5000, 435 James Street South,
Thunder Bay P7C 5G6
Phone: 475-1641

250 Windsor Avenue, 6th Floor,
Windsor N9A 6V9
Phone: 254-6413

To obtain more information on your rights under The Business Practices Act write:

Consumer and Commercial Relations
Queen's Park,
Toronto, Ontario M7A 2H6

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Insulation: heat in your house, money in your pocket

As energy costs continue to spiral upwards, more and more Canadians are looking for ways to stop heating bills from doing the same thing. Aside from turning down the thermostat and ensuring that the furnace is properly maintained, one of the best solutions is insulation.

Studies have already given us dynamic proof of the energy-saving possibilities of insulation: What you save in fuel bills depends on the age and type of house, existing insulation and many other factors. However, in reinsulated homes, savings to consumers have been 25 per cent or more. That's good value for your dollar and homeowners have found that insulation quickly pays for itself with energy cost savings. After that, it's money in the bank.

So when the threat of snow is in the air and the farmer's almanac predicts another cold winter, do-it-yourselfers start sizing up the job while others start searching for a qualified contractor. But as with any major expenditure, investigate before you invest.

The "R" value

Thickness is not the only factor in determining the effectiveness of insulation. Materials which are good for insulating purposes are poor at conducting heat. To provide a standard of comparison for insulation materials, "R" value is used to measure resistance to heat transfer. Tests are conducted on insulation materials to determine the degree to which they allow heat to pass through. The materials are then assigned an "R" number according to effectiveness. The higher the R-value per inch of insulation the more effective the material is in resisting the escape of heat.

If your attic ceiling has no insulation and you want an R-value of R-28 you need approximately eight inches of insulation with an "R" value of 3.5. If you buy two-inch batts stamped "R-7", the R-value per inch of that insulation is 3.5.

Types of insulation

Insulation has come a long way since the days when newspaper, sawdust or woodshavings were used.

Loose fill insulation: includes glass fibre, cellulose fibre, mineral fibre and vermiculite. Some of these, such as glass and mineral fibre, may be blown as well as poured. The R-value per inch varies from 2.1 to 3.6 depending on type and installation method.

Batt or blanket insulation: is generally made from glass or mineral fibre. Batts are available in different widths and thicknesses. Batts with a moisture-resistant covering on one side to act as vapor barrier are also manufactured. The R-value per inch varies from 2.9 to 4.0 according to the type. The total R-value of the batt depends on the thickness.

Rigid board insulation: included in this flammable synthetic grouping are extruded polystyrene, expanded polystyrene, phenolic foam board and polyurethane slabs. Though the R-value of these products is rated at 3.4 to 6.0 per inch, great care must be taken to ensure they are properly installed or they could create a severe fire hazard. Rigid board and foamed insulation must not be left exposed. They must be covered with an interior wall or ceiling finish acceptable to the Ontario building code, such as gypsum board, gypsum lath, fibreboard, plywood, particleboard or wall tile.

Foamed insulation: ureaformaldehyde and polyurethane foam (flammable) are relatively new products which must be installed by professionals as complex equipment is used and improper installation could cause serious damage to your home. The R-value for foamed insulation ranges from 2.5 to 2.8 per inch. The foam is blown into existing cavities and hardens almost immediately. In solid masonry homes, existing cavities in the wall may be too small to effectively reinsulate by this method.

When choosing the type of insulation most suitable to your needs, consider the following: water resistance, bacteria and vermin resistance, cost, ease of application and perhaps rigidity/flexibility. Remember there are 120 types of insulation materials acceptable to Central Mortgage and Housing Corporation so you should be able to find one that suits your needs whether you or a contractor do the job.

Recommended R-values

The building code branch of the ministry of consumer and commercial relations recommends that you upgrade ceiling insulation to R-28, walls to R-12 except solid masonry walls, and basement walls to R-8 if less than 50 per cent of the wall is above the ground; if more than 50 per cent is above ground, R-12 is recommended. Cathedral ceilings, floors over unheated garages, unheated crawlspaces and overhangs to the outside should all be insulated to R-20.

Vapor barriers and ventilation

Vapor barriers should be installed on the warm side of the wall or ceiling where possible. As the

moist warm air passes into the cold outer areas of the building, water vapor condenses. It is therefore important to ensure that ventilation is adequate. Otherwise insulation could become wet and lose its effectiveness. Other problems such as paint peeling, mold growth and rotting may arise because of dampness.

Even houses which have a properly-installed vapor barrier allow some leakage into the walls and attic. In all cases, to avoid problems, moisture must be allowed to escape. Outside walls generally allow vapor to escape freely as they are not airtight—but attics require ventilation. There should be one square foot of unobstructed ventilation opening for each 300 square feet of ceiling. These openings should be located to ensure good cross ventilation and one-half the required vents should be in the soffit with the other half on the roof near the ridge or in the gable end.

Check your house

First, have a good look at the existing insulation in attic and basement and try to determine how the walls are insulated. Consider the following:

- type of existing insulation, if any
- total R-value of existing insulation
- condition of existing insulation
- vapor barriers, if any
- existing ventilation
- escape of heated air from areas around light sockets, plumbing and wiring
- evidence of moisture (mold, rotten wood, water marks, general wetness)
- amount of available space for adding additional insulation
- insulation inside or outside basement walls

Houses with a hatchway leading to the attic are the easiest to evaluate and reinsulate. Houses with little or no attic will require the services of an experienced contractor with proper equipment.

Doing it yourself

If you are going to work in the attic, follow these safety hints:

- provide lots of light;
- don't walk on the ceiling or you will go through; lay boards on joists to form a walkway
- wear a hardhat for protection from protruding roof nails and painful bumps
- wear coveralls, gloves and a breathing mask if you are working with glass or mineral fibre
- goggles may prevent eye irritation
- watch for electrical wiring. Do not disturb
- keep insulation at least three inches away from electrical equipment

Use only CMHC approved material and don't block the ventilation from the eaves. If there is no vapor barrier, consider installing one, taking care that it is placed directly on the warm side of the wall or ceiling you are insulating. *Vapor barriers should not be placed over existing insulation.*

Selecting a contractor

If you want a good job done, hire reliable contractors. Ask around, talk to friends, neighbors, business contacts or anyone else who has had insulation work done. Compile a list of three or four recommended contractors and have them give you estimates on the work you want done. Specify your needs in R-value, not in inches of insulation and ask for written estimates.

The length of time a contractor has been in business may be indicative of satisfactory service. Ask the contractor for names of previous clients and phone these people to ask if they were satisfied with the work. Check to see if the contractor will guarantee the work, for how long and under what terms.

Insist on a comprehensive contract which lists in detail the materials, "R" value, warranty, price, date of completion and liability provisions.

Paying the bill

To protect yourself from possible financial loss should the contractor go out of business and to help ensure the contractor finishes the job, keep the downpayment to a minimum (about 10 per cent).

The Mechanics' Lien Act states that you shall retain 15 per cent of each progress payment until 37 days after the work is completed. This protects you from liability if the contractor did not pay the supplier for materials.

Have a look

When a contractor tells you the work is completed, have a look for yourself. If you contracted for a vapor barrier and eight inches of insulation in your attic, take a ruler and measure. That's being a good consumer.

The federal government is offering a taxable grant on the cost of materials used to reinsulate residential dwellings. For further details about the program or to find out if your home qualifies for the program, phone (collect) Central Mortgage and Housing's hot line in Montreal: (514) 341-1511.

A case in point

Here's how one clever couple made sure they got just what they paid for and at a fair price. First, they measured the existing insulation and estimated it to be about R-7. To bring the attic to today's recommended standards they needed to add R-21 for a total of R-28.

They did some comparison shopping and decided to use cellulose fibre, which has an R-value of 3.5 per inch. Therefore, they needed to add $(21 \div 3.5) =$ six inches of insulation (or .5 feet). Because one of the problems of blown insulation is that a careless contractor could put less material in inaccessible areas, our crafty consumers put a visible mark on joists six inches above the existing insulation in several areas of the attic.

Then they estimated the amount of material needed. The attic was 20×50 feet = 1000 square feet. The volume of material needed, then, was $1000 \times .5 =$ 500 cubic feet.

If one bag of insulating material contained 10 cubic feet, our consumers needed $500 \div 10 =$ 50 bags of material. When they shopped for estimates they had a good idea about the cost of materials and were able to judge whether the estimate was fair.

After the work was done, they knew that the attic was covered evenly because the marks were no longer visible.

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Smoke detectors: Worth the price?

Fire. It's a word which connotes terror, loss, tragedy. Each year in Ontario, several hundred people die and thousands of others lose their possessions.

Many of the fires could have been prevented if warning had come early enough. Most of the lives could have been saved.

In 1974, nearly 300 Ontarians died in fires and thousands more were injured. Most of these fires occurred in homes and most started at night.

Protecting lives

Protection of your home and family from fire loss depends on a three point program:

- reducing fire hazards in your home;
- establishing a fire escape route;
- providing an early warning system.

Reducing fire hazards in the home

Fire departments will, on request, inspect your home for possible fire hazards and make recommendations where necessary. You should educate children about fire danger and post the fire department number prominently beside each telephone.

Establishing a fire escape route

The most carefully-planned escape route is useless unless practised by all family members. Decide the best method of escape and an alternative if possible; then try it out.

Providing an early warning system

Fire extinguishers should be readily available near sleeping quarters and in the kitchen, but they should be used only for small, controllable fires. Don't attempt to put out a large fire.

Because many fires begin at night when occupants are asleep, an early warning system can save lives. For that reason, the Ontario Building Code requires installation of smoke detectors in all homes where construction started after Jan. 1, 1976.

Local bylaws vary for rooming houses and apartments. Check to be sure.

Types of fire detectors

There are two types of fire detectors: heat detectors and smoke detectors. Heat detectors are commonly used in commercial and industrial buildings but the more quickly-activated smoke detectors are recommended for residential use.

Heat (or thermal) detectors are activated only when the temperature reaches 57 degrees Celsius or 93 degrees Celsius, depending on the setting, but at that point deadly smoke may already have killed sleeping occupants. Heat detectors, then, are more effective for protecting property than lives.

Be sure that any unit you buy has been tested by Underwriters' Laboratories of Canada.

Smoke detectors

Smoke detectors read a fire signal and set off an audible alarm long before thermal detectors would be affected.

There are two types of smoke detectors: ionization (or products-of-combustion) and photoelectric. Both are effective in warning occupants, but the degree of effectiveness varies.

Ionization type smoke detectors

Ionization type smoke detectors use a minute amount of radioactive material to allow the air inside the unit to conduct electricity. A small current passes through the "ionized" air. When smoke enters the chamber, it impedes the flow of current and, at a predetermined level, sets off the alarm.

Photoelectric type smoke detectors

This type uses a light-sensitive photoelectric cell and a light source, either a bulb or a light-emitting diode. When smoke enters the unit, it scatters the light beam, deflecting it to the photoelectric cell and setting off the alarm.

Effectiveness of smoke detectors

Ionization detectors are relatively effective in detecting smoke from fires even before the smoke is visible. Photoelectric units, according to some tests, may respond more quickly to smouldering fires. Both types will sound the alarm much more quickly than heat-activated detectors.

Stages of a fire

Fires go through four basic stages: the incipient stage, where there are no visible products of combustion (such as smoke). Ionization detectors can detect fire at this stage.

The smouldering stage, where smoke is visible but flames have not yet started. Photoelectric detectors will be triggered at this stage.

The flame stage, where actual fire has broken out. It is followed almost instantly by the heat stage with uncontrolled heat and expansion of air. It is at this stage that heat-activated detectors will sound the alarm.

Experts say that the duration of each stage varies considerably according to the source of the fire and conditions in the fire area, such as presence of drafts and combustible material.

Installation of smoke detectors

Smoke detectors now on the market may be battery operated, plugged into the wall or hooked up to house wiring.

Battery operated units are the easiest to install. They come with a battery which lasts about a year, at which time the unit "beeps" and a visual signal indicates that a new battery is needed. This signal may last seven days or longer, but if you are on holiday when your detector warns you that battery life has expired, your unit may no longer be functioning when you return.

Plug-in units have the disadvantage of a fixed-length cord which dictates where the unit may be placed. This type of unit is also easily unplugged and if a circuit becomes overloaded and a fuse blows, the detector will no longer provide warning.

House-wired systems, which are now being installed in all new homes in Ontario, may be interconnected so that if one unit senses a fire hazard, all units will be triggered.

If the power fails, of course, the units will not signal. Chances of power failure concurrent with fire are relatively small; however, in rural areas prone to power disruptions, battery units might be preferable.

Install smoke detectors on or near the ceiling. If only one is to be used, install it on the ceiling near the sleeping quarters. Additional detectors may be placed at the head of the stairs to each floor, and in the living room ceiling.

Detectors placed in the kitchen may be subject to false alarms from cooking.

Maintenance

Other than an occasional vacuuming to clear dust particles from the chamber, the units need little maintenance.

Photoelectric units which use a bulb as the light source should be checked periodically to ensure that the bulb is working; battery units should be checked for battery life, particularly if you have been away for some time.

Some experts suggest that you frequently test units by blowing smoke into them.

Operation of the units

When the unit "senses" a fire hazard, it emits an audible signal which is loud enough to awaken people in nearby rooms. If several units are interconnected, they will all sound the alarm.

Battery failure is indicated by both an audible and a visual signal, either a warning light or a flag which pops out when the battery is weak.

Ontario Building Code requirements

All new houses started after Jan. 1, 1976 are required to have one or more ionization-type smoke detectors, installed between the sleeping and living areas at the ceiling. They must be audible in bedrooms when intervening doors are closed.

This unit must be connected to the building power supply without a disconnecting wall switch; have a visual signal that it is in operating condition; be permanently mounted to a standard electrical outlet or junction box on the ceiling and served by a circuit not interconnected to any wall outlet.

Some questions worth asking

How do I best protect my family from fire?

Reduce fire hazards, educate family members about fire escape routes and procedures and provide an early warning system to alert occupants if fire breaks out.

How do I choose a smoke detector?

Be sure any unit you buy is ULC listed. Ionization type detectors sense products of combustion before smoke is actually visible, and quickly respond to fires at the incipient stage. Some tests indicate that photoelectric type detectors respond more quickly to smouldering fires.

What about price?

In Ontario, prices currently range from \$39.95 to about \$80. Additional charges include installation or battery replacement.

Is there a radiation hazard from the ionization type smoke detectors?

Distributors are licenced by Atomic Energy of Canada and the radioactive feature is examined by the Radiation Protection Bureau of the Department of Health. Radiation outside the unit is said to be less than that of a luminous wristwatch or a color television set.

Can I install it myself?

If the unit is to be connected to the building's electrical supply system, have an electrician do it. An incorrectly-installed unit is worse than no unit at all. Battery operated units are easily installed by the owner.

Does it matter where I put the unit?

Yes. Protection is especially needed at night, so if one unit is to serve the house, put it on or near the ceiling (according to manufacturer's directions) between the bedroom and the living areas.

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